



AGENDA

JULY 2, 2024

REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL CITY OF YUBA CITY

5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

MAYOR	• Shon Harris
VICE MAYOR	• Dave Shaw
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Michael Pasquale
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or (TTY: 530-822-4732), so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.

AGENDA
REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
JULY 2, 2024
5:30 P.M. CLOSED SESSION
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6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Materials related to an item on this Agenda submitted to the Success Agency and Redevelopment Agency and Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

The Council Chambers will be open for public attendance and participation. The meeting will also be live-streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_v3z8mo-Txmb3uXer_9HZA. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes to closed session.

Closed Session

1. **Confer with Real Property Negotiator (Government Code § 54956.8)**
Property: Portion of 806 Gray Avenue, 824 Clark Avenue, Yuba City, California 95991, and 1545 Poole Boulevard, Yuba City California 95993 (cell tower use)
Negotiator: Diana Langley, City Manager
Negotiating parties: TowerPoint and AT&T
Under negotiation: Price and terms of payment

Regular Meeting

Call to Order

Roll Call

- ___ Mayor Harris
- ___ Vice Mayor Shaw
- ___ Councilmember Boomgaarden
- ___ Councilmember Kirchner
- ___ Councilmember Pasquale

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications

Ceremonial Presentations

2. **Yuba City Welcome Sign Design Winner Proclamation - Raveena Sroya**
3. **Quarterly Development Update Presentation by Ashley Potocnik, Development Liaison**

Public Communication

4. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

5. Minutes from the June 18, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Recommendation: Approve the minutes of the June 18, 2024 Regular Meeting of the City Council

6. Harter and Sanborn Booster Pump Station Improvements Project

Recommendation: Adopt a Resolution awarding the purchase of four (4) Rockwell Automation manufactured Variable Frequency Drives to Rexel USA, Incorporated of Sacramento, CA in the amount of \$106,130.15 for the Harter and Sanborn Booster Pump Station Improvements Project, with the finding that it is in the best interest of the City, and authorize the Finance Director to make the necessary supplemental appropriations to Water Fund 507 to receive WaterSMART grant funds

7. Downtown Noise Ordinance Exception

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City to promote business opportunities in the downtown area by amending section 4-17.20 of Chapter 17, Title 4 of the Yuba City Municipal Code by title only, waive the second reading, and approve an exemption under CEQA Guidelines Section 15061(b)(3)

8. Letter of Intent for two (2) City-owned Cell Tower Leases into a 50-year easement

Recommendation: Authorize the City Manager to enter into a letter of intent agreement with TowerPoint of Atlanta, GA for conversion of two City-owned leases to a 50-year easement, and authorize the City Manager to extend the same by up to 60 days.

Business Items

9. RFP23-03 Enterprise Resource Planning (ERP) Systems & Implementation Services Bid Award

Recommendation: Adopt a Resolution which takes the following actions:

Awards the RFP23-03 bid for Enterprise Resource Planning (ERP) Systems & Implementation Services to Tyler Technologies, Inc., with the finding it is in the best interests of the City. Approves an Agreement for the project, attached as Exhibit "A," in the amount of \$1,256,370 with Tyler Technologies, Inc. of Yarmouth, ME, and authorizes the City Manager to execute the same on behalf of the City. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the Agreement

10. 442 B Street Environmental Assessment - Contract Award (RFP1334-24)

Recommendation: Adopt a Joint Resolution awarding the 442 B Street Environmental Assessment contract to EKI Environment & Water in the amount of \$1,575,000 with the finding that it is in the best interest of the City, and authorizing the City Manager to approve optional tasks therein upon concurrence of the appropriate regulatory agency

11. Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Landscape maintenance District No. 1 and Lighting and Landscape Maintenance District No. 2 (Town Center), pursuant to the Landscaping and Lighting Act of 1972

12. Yuba City Lighting and Landscape District Nos. 3-4 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4

13. Yuba City Lighting and Landscape District Nos. 5-6 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution Confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 & 6 pursuant to the Landscaping and Lighting Act of 1972

14. Yuba City Residential Street Light Maintenance Districts - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

15. Homekey 3.0 – Merriment Village Status Update

Recommendation: Discuss project status, receive current information from Habitat for Humanity Yuba/Sutter, and provide direction to staff regarding next steps

Future Agenda Items

16. Future Agenda Items

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

17. City Manager's Report

18. City Council Reports

Adjournment



Proclamation

of the City Council

Welcome Sign Design Competition Winner

Raveena Sroya

WHEREAS, the City Council of the City of Yuba City recognizes the importance of a welcoming and aesthetically pleasing entrance to our community, reflecting the spirit, history, and aspirations of our city; and

WHEREAS, a Welcome Sign Design Competition was initiated to engage the creativity and talents of our residents, inviting them to contribute to a lasting symbol of our community's identity; and

WHEREAS, the competition received submissions from individuals of all ages and backgrounds, demonstrating the diverse artistic talent and civic pride present in our city; and

WHEREAS, the City Council established an Ad Hoc Committee to review and evaluate each submission based on criteria of creativity, alignment with City branding, aesthetic appeal, relevance to the community, feasibility of implementation, and overall impression; and

WHEREAS, after careful deliberation, three designs were selected as finalists and reviewed by City Council on May 21, 2024; and

WHEREAS, the winning design will not only serve as a gateway to our city but also as a source of pride for our residents and an inviting symbol for visitors.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the city of Yuba City, and on behalf of the entire Council do hereby officially announce and congratulate Raveena Sroya as the winner of the Welcome Sign Design Competition; and

BE IT FURTHER RESOLVED that the City Council extends its heartfelt gratitude to all participants for their contributions and efforts, acknowledging that every submission has added value to this initiative and highlighted the artistic spirit of our community; and

BE IT FINALLY RESOLVED that the winning design by Raveena Sroya will be continued forward in the design, cost, and analysis process to prepare for bid and construction as the new Welcome Sign of the City of Yuba City, standing as a testament to the collaborative spirit and creative talents of our residents.



JULY 2024

QUARTERLY UPDATE

Development Services & Public Works

Ashley Potočník, Development Liaison, will present a quarterly development update.

apotočník@yubacity.net | 530-822-5195



CITY OF YUBA CITY

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the June 18, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council
Recommendation: Approve the minutes of the June 18, 2024 Regular Meeting of the City Council
Fiscal Impact:

Attachments:

1. 06-18-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
JUNE 18, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Harris at 6:00 PM

Roll Call

Present: Mayor Harris and Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale

Absent: None

Invocation/Inspiration

Pastor Dan Callahan, First Baptist Church of Yuba City

Pledge of Allegiance to the Flag

Councilmember Kirchner

Agenda Modifications

Due to recusals, Consent Calendar items 11-13 were voted on separately

Ceremonial Presentations

1. Yuba-Sutter Transit Presentation

Matthew Mauk, Executive Director – Yuba-Sutter Transit Authority, gave a presentation

Public Communication

2. Appearance of Interested Citizens

Suke S. Sanghera spoke
Bijan Parhizgar spoke

Consent Calendar

Councilmember Kirchner moved and Vice-Mayor Shaw seconded the motion to approve Consent Calendar items 3-5, 8-10 & 14

Due to recusals, items 6-7 & 11-13 were voted on separately

3. Minutes of the June 4, 2024 Regular Meeting of the City Council

Approve the minutes of the June 4, 2024 Regular Meeting of the City Council

4. General Municipal Election November 5, 2024

Adopt **Resolution 24-070** calling and giving notice of the General Municipal Election to be held on Tuesday, November 5, 2024 for the election of two (2) City Councilmembers (Districts 4 and 5), City Clerk, and City Treasurer; and authorizing the Mayor to enter into an agreement for election services with Sutter County

5. AED Purchase with National Opioid Settlement Funds

Adopt **Resolution 24-071** which takes the following actions:

- A. Approving the acceptance of \$45,348 from Sutter County in relation to part of the City's National Opioid Settlement for the purchase of (9) automated external defibrillators (AED)
- B. Authorizes the Finance Director to make the necessary supplemental appropriations to expend and receive the City's portion of the National Opioid Settlement; \$45,348 to 2310-63801 (expenditures) and \$45,348 to 100-43840 (revenues)

[Items 6-7 were voted on separately]

8. SB 1 Road Maintenance and Rehabilitation Account Project List 2024-25

Bijan Parhizgar spoke

Adopt **Resolution 24-076** adopting a list of projects for Fiscal Year 2024-25 to be funded by Senate Bill 1: Road Repair and Accountability Act of 2017

9. Fiscal Year 24/25 Chemical Award

Adopt **Resolution 24-077**:

- a. Awarding bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 24/25 formal bid for the period of July 1, 2024 through June 30, 2025; and
- b. Authorizing the City Manager to negotiate and amend the awarded contracts as needed during the fiscal year, including to adjust unit prices, with the finding that it is in the best interest of the City

10. Approve Tenant Commissioner Appointment to the Regional Housing Authority

Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners

[Items 11-13 were voted on separately]

14. Yuba City Residential Street Light Maintenance Districts - Resolution of Intent

- A. Adopt **Resolution 24-084** Approving the Engineer's Reports and Declaring

Intention to Levy for Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

B. Set a Public Hearing for July 2, 2024 at 6:00PM to establish assessments for Fiscal Year (FY) 2024-25

The motion was passed unanimously

Consent Calendar 6-7 & 11-13 (Items voted on separately)

6. Agreement for Purchase and Sale of Real Property Located at 265 Percy Avenue (APN 053-220-030) to Juan Pablo Ruelas, Jesus Adan Ruelas, and Refugio Martinez

[Vice-Mayor Shaw recused himself]

A. Adopt **Resolution 24-072** rescinding Resolution No. 24-043 authorizing the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 265 Percy Avenue (APN 053-220-030), and all other necessary documents, in the amount of \$62,500 to Gursharan Mann, and authorize the Finance Director to place sale proceeds in the General Fund

B. Adopt **Resolution 24-073** authorizing the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 265 Percy Avenue (APN 053-220-030), and all other necessary documents, in the amount of \$60,000 to Juan Pablo Ruelas, Jesus Adan Ruelas, and Refugio Martinez, and authorize the Finance Director to place sale proceeds in the General Fund

Previous motion including above recusal passed with 4 votes

7. Agreement for Purchase and Sale of Real Property located at the northwest corner of Percy Avenue and Plumas Boulevard (APN 053-194-013) to Juan Pablo Ruelas, Jesus Adan Ruelas, and Refugio Martinez

[Vice-Mayor Shaw recused himself]

A. Adopt **Resolution 24-074** rescinding Resolution 24-042 authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at the northwest corner of Percy Avenue and Plumas Boulevard (APN 053-194-013), and all other necessary documents, in the amount of \$67,500 to Gursharan Mann, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

B. Adopt **Resolution 24-075** authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at the northwest corner of Percy Avenue and Plumas Boulevard (APN 053-194-013), and all other necessary documents, in the amount of \$65,000 to

Juan Pablo Ruelas, Jesus Adan Ruelas, and Refugio Martinez, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

Previous motion including above recusal passed with 4 votes

11. Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Resolution of Intent

[Councilmembers Boomgaarden & Pasquale recused themselves]

A. Adopt the following Resolutions to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972:

- **Resolution 24-078** Approving Engineer's Reports Yuba City Landscape Maintenance District No.1 and Yuba City Lighting and Landscape Maintenance District No.2
- **Resolution 24-079** of Intention to Order Improvements, Yuba City Landscape Maintenance District No.1 and Yuba City Lighting and Landscape Maintenance District No.2

B. Set a Public Hearing for July 2, 2024 at 6:00PM to establish assessments for Fiscal Year (FY) 2024-25

Previous motion including above recusals passed with 3 votes

12. Yuba City Lighting and Landscape District Nos. 3-4 - Resolution of Intent

[Vice-Mayor Shaw recused himself]

A. Adopt the following Resolutions to Continue the Maintenance Districts, pursuant to the Landscaping and Lighting act of 1972:

- **Resolution 24-080** Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4
- **Resolution 24-081** of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4

B. Set a Public Hearing for July 2, 2024 at 6:00 PM to establish assessments for Fiscal Year (FY) 2024-25

Previous motion including above recusal passed with 4 votes

13. Yuba City Lighting and Landscape District Nos. 5-6 - Resolution of Intent

[Mayor Harris & Councilmember Pasquale recused themselves]

A. Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:

- **Resolution 24-082** Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6
- **Resolution 24-083** of Intention to Order Improvements, Yuba City

Lighting and Landscape Maintenance Districts Nos. 5 and 6

B. Set a Public Hearing for July 2, 2024 at 6:00 PM to establish assessments for Fiscal Year (FY) 2024-25

Previous motion including above recusals passed with 3 votes

Business Items

15. Pioneer Community Energy, a Community Choice Aggregator

Vice-Mayor Shaw moved and Councilmember Boomgaarden seconded the motion to:

Authorize the City Manager to jointly commission an Impact Assessment Study to determine the financial feasibility and timing of the City joining Pioneer Community Energy's Joint Exercise of Powers Agreement in conjunction with Sutter County

The motion was passed unanimously

16. Adoption of the City of Yuba City's Fiscal Year 2024-25 Operating and Capital Budgets and Fiscal Year 2024-25 Appropriations Limit

Bijan Parizgar spoke

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the to motion to:

A. Adopt **Resolution 24-085** approving the proposed Fiscal Year 2024- 25 Operating Budget

Motion for Item 16 A passed with 4 votes [Boomgaarden opposed]

B. Adopt **Resolution 24-086** approving the Fiscal Year 2024-25 Capital Improvement Program. Project Summaries by Funding Source are attached to the Resolution

Motion for Item 16 B passed unanimously

C. Adopt **Resolution 24-087** approving the City's Appropriations Limit for Fiscal Year 2024-25

Motion for Item 16 C passed unanimously

17. FY 2024-2025 Citywide Sole Source & Professional Services Purchases

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to:

Adopt **Resolution 24-088** pre-authorizing the City Manager or designee to enter into citywide sole source and professional service purchases from July 1, 2024, through June 30, 2025, for specified items based on each purchase recommendation being in the best interest of the City

The motion was passed unanimously

18. Design Immunity Ordinance Update

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

Councilmember Pasquale moved and Councilmember Kirchner seconded the motion to:

Introduce an Ordinance of the City Council of the City of Yuba City adding Chapter 12 of Title 6, including Section 6-12.01, to the Municipal Code establishing powers and authority to approve plans or designs for public works projects and waive the first reading

The motion was passed unanimously

19. 2024 Community Development Block Grant - Annual Action Plan

Mayor Harris opened a Public Hearing

Maria Ball spoke

Mayor Harris closed the Public Hearing

Councilmember Kirchner moved and Councilmember Boomgaarden seconded the motion to:

B. Adopt **Resolution 24-089** approving the proposed 2024 Annual Action Plan and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing; and

C. Authorize the Finance Director to add budget appropriation for the grant revenue

The motion was passed unanimously

20. Downtown Noise Ordinance Exception

Mayor Harris opened a Public Hearing

Sumiko Sprague spoke
Sandee Drown spoke

Mayor Harris closed the Public Hearing

Vice-Mayor Shaw moved and Councilmember Kirchner seconded the motion to:

Introduce by title only an Ordinance of the City Council of the City of Yuba City to promote business opportunities in the downtown area by amending section 4-17.20 of Chapter 17, Title 4 of the Yuba City Municipal Code and adopt an exemption under CEQA Guidelines Section 15061(b)(3) and waive the first reading

The motion was passed unanimously

21. Citizens' Oversight Committee - Establish Tasks, Objectives, Composition, and Member Qualifications

Lawrence Mertz spoke

Councilmember Kirchner moved and Vice-Mayor Shaw seconded the motion to:

Adopt **Resolution 24-090** to establish the tasks, objectives, composition, and member qualifications for a Citizens' Oversight Committee should a potential revenue measure be successful

The motion was passed unanimously

Future Agenda Items

22. Future Agenda Items

No suggestions were made

Reports and Communications

23. City Manager's Report

24. City Council Reports

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council in remembrance of Willie Mays at 8:31 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Harter and Sanborn Booster Pump Station Improvements Project

Recommendation: Adopt a Resolution awarding the purchase of four (4) Rockwell Automation manufactured Variable Frequency Drives to Rexel USA, Incorporated of Sacramento, CA in the amount of \$106,130.15 for the Harter and Sanborn Booster Pump Station Improvements Project, with the finding that it is in the best interest of the City, and authorize the Finance Director to make the necessary supplemental appropriations to Water Fund 507 to receive WaterSMART grant funds

Fiscal Impact: \$106,130.15 – Account No. 971227-65501 (Recurring WTP & Satellite Facility Maintenance)
\$96,481.95 – Equipment Cost
\$9,648.20 – 10% Contingency

Purpose:

Upgrade the Harter and Sanborn Booster Pump Stations by replacing softstart equipment with Variable Frequency Drives (VFDs) making the booster pump stations more robust and efficient with distributing potable water.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving vital water Infrastructure through the construction of a priority rehabilitation project identified in the City's Water Master Plan.

Background:

The City's water distribution system includes 5 booster pump stations, which were evaluated by the City's consultant in the 2019 Water Master Plan. Replacement of softstarts with VFDs was identified in the 2019 Water Master Plan for the Harter and Sanborn booster pump stations. Identified concerns include inadequate flows/pressures resulting in potentially damaging shocks to the distribution system and overall efficiency of the pump motors. In December 2021 Public Works staff applied for a WaterSMART Small Efficiency Grant for partial funding of the project where the staff were successful in receiving up to \$75,000 with a required 56% cost share from the City.

Analysis:

Public Works staff have received three quotes for Rockwell Automation manufactured VFDs for the Harter and Sanborn Booster Pump Station Improvements Project (Project). Public Works requires Rockwell Automation manufactured VFDs as a standard for all VFDs and Programmable Logic Controllers (PLCs) to allow for easier installation and maintenance. Public Works is requesting the purchase of four (4) Rockwell Automation manufactured VFDs through Rexel USA, Inc. in the amount of \$96,481.95. This specialty equipment will be installed by City staff. Additionally, staff requests a 10% contingency for any additional charges, such as shipping and handling of the VFD. As a result, the total cost requested amounts to \$106,130.15, which is above the City Manager's signing authority.

Fiscal Impact:

The total cost of the VFD equipment requested in this item is \$106,130.15, including tax and 10% contingency. The quote from Rexel USA, Inc. may be seen in Exhibit 1A.

There are sufficient funds in Account No. 971227-65501 (Recurring WTP and Satellite Facility Maintenance). Supplemental appropriations are required to receive grant funds into Water Fund Revenue Account 507-43195. Public Works recommends authorizing the Finance Director to make the required supplemental appropriations to receive the grant funds. Below is a breakdown of how the funds are expected to be spent:

- \$106,130.15 – Total cost of VFD Equipment, including Contingency
- \$42,452.06 – Account No. 507-43195
- \$54,029.89 – Account No. 971227-65501
- \$9,648.20 – Account No. 971227-65501 (10% contingency)

Alternatives:

Deny the purchase at this time and direct staff to pursue other quotes. Grant funds are required to be spent by the end of the calendar year.

Recommendation:

Adopt a Resolution awarding the purchase of four (4) Rockwell Automation Manufactured Variable Frequency Drives to Rexel USA, Incorporated of Sacramento, CA in the amount of \$106,130.15 for the Harter and Sanborn Booster Pump Station Project, with the finding that it is in the best interest of the City, and authorize the Finance Director to do the necessary supplemental appropriations to Water Fund 507 to receive WaterSMART grant funds.

Attachments:

1. Resolution - Booster Pump Imp Project VFD Equipment Purchase
2. Exhibit A - Rexel Quote

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF FOUR (4) ROCKWELL AUTOMATION MANUFACTURED
VARIABLE FREQUENCY DRIVES TO REXEL USA, INCORPORATED OF SACRAMENTO,
CA IN THE AMOUNT OF \$96,481.95**

WHEREAS, the City of Yuba City (City), recognizes the need for ongoing maintenance and improvements to maintain continuous and reliable operation of the Water Treatment Plant, water distribution system, and satellite facilities, including 5 Booster Pump stations, for the health and wellbeing of our customers and the environment; and

WHEREAS, the 2019 Water Master Plan identified improvements to the Booster Pump stations as a priority project; and

WHEREAS, the City has determined that the most expedient and beneficial means by which to facilitate the identified improvements is to purchase the appropriate Variable Frequency Drives directly; and

WHEREAS, the Public Works Department requires Rockwell Automation manufactured Variable Frequency Drives as a standard for Variable Frequency Drives; and

WHEREAS, the Public Works Department has solicited three quotes for the purchase of the Rockwell Automation manufactured Variable Frequency Drives; and

WHEREAS, the City desires to purchase four Rockwell Automation manufactured Variable Frequency Drives and associated parts from Rexel USA, Incorporated of Sacramento, CA in accordance with the City's Purchasing Policies and Procedures, as staff collected three quotes for Variable Frequency Drives; and

WHEREAS, Rexel USA, Incorporated is the lowest of the three quotes collected for Rockwell Automation manufactured Variable Frequency Drives; and

WHEREAS, the City Council now desires to authorize the purchase of Rockwell Automation manufactured Variable Frequency Drives from Rexel USA, Incorporated.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council awards purchase of four (4) Rockwell Automation manufactured Variable Frequency Drives and associated parts to Rexel USA, Incorporated of Sacramento, CA in the amount of \$96,481.95, with the finding that it is in the best interest of the City.
3. The City Council authorizes the Finance Director to receive WaterSMART grant funds and make the necessary supplemental appropriations to Fund 507.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit:

A. Rexel USA, Incorporated - Quotation No. S139650533

Exhibit A



REFLEX 3003 SCM SACRAMENTO
1534 NORTH MARKET BLVD
SACRAMENTO, CA 95834-1950
916-928-5700
Fax 916-928-6049

QUOTE TO:

CITY OF YUBA CITY
1201 CIVIC CENTER BLVD
YUBA CITY, CA 95993-3005



Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
05/23/2024	S139650533	1 of 1
CUST PO#	RFQ WFD 248	
JOB/REF #		

SHIP TO:

CITY OF YUBA CITY
1185 MARKET ST
YUBA CITY, CA 95991-3412

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON
1231567			Madison Glover
WRITER	WRITER PHONE#	WRITER EMAIL	
William Gwinnup 3003	816 678 3026	William.Gwinnup@Rexelusa.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE
William Gwinnup 3003	SH31	5% 10, Net 30	05/23/2024
		FREIGHT ALLOWED	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	AB 20F1AND248JAQNNNNN POWERFLEX AIR COOLED 753 AC DRIVE fac stk Our Pn: 1152294 UPC: 88950855507	22488.965/EA	89959.86
Prices are subject to change at any time without advance notice. Buyer agrees to indemnify Seller against all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or due to the sale of goods by Seller under other terms and conditions set forth in this offer or contained in seller equally favorable form to pass through any such charges back to manufacturing partners as the Buyer. Delivery value are indicated only. Buyer will not be liable for failure to meet such obligations resulting from product shortage or manufacturing delays. It is acknowledged that Seller consents any charges imposed by its manufacturing partners and their vendors, liability of Seller's responsible control and therefore subject to those Japanese provisions or similar country law designed such as "indemnity" or "imposition". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is located at http://www.rexelusa.com/termsandconditions.html. Full phone support at (314) 736-1677.		Subtotal	89959.86
		S&H Charges	0.00
		Sales Tax	6522.09
		Total	96481.95

Printed By: WQVH-NHUP on 6/23/2004 12:57:57 PM EST

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Downtown Noise Ordinance Exception
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City to promote business opportunities in the downtown area by amending section 4-17.20 of Chapter 17, Title 4 of the Yuba City Municipal Code by title only, waive the second reading, and approve an exemption under CEQA Guidelines Section 15061(b)(3)
Fiscal Impact: No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed

Purpose:

To establish noise regulations for entertainment activities associated with restaurants, bars, or other approved entertainment facilities from 7:00 a.m. until midnight in the downtown business district area.

Council's Strategic Goal:

This item is consistent with the Council's Business Friendly Strategic Goal.

Background:

Staff periodically brings forward recommended code revisions to incorporate statutory changes and other miscellaneous revisions for consideration to keep the Municipal Code contemporary for the City's needs.

Individual members of the City Council have expressed a desire to provide an opportunity for the City's downtown area to develop into an entertainment zone in an effort to draw people to the downtown area. This is currently encouraged by the Downtown Business Association's Summer and Winter Stroll events as well as other seasonal activities.

On June 18, 2024, the City Council introduced the proposed ordinance after first conducting a public hearing.

Analysis:

The City's noise regulations currently limit noise associated with music, large gatherings or neighbors

from 10pm to 7am daily (Section 4-17.10(b)). Although this is appropriate for residential areas, it has an unintended consequence of restricting nighttime entertainment activities in the City downtown and other commercial areas.

The noise ordinance provides exemptions for a range of activities ranging from emergency response vehicles, parades, fireworks displays and other special events where a permit has been granted. Exemptions are also provided for activities on publicly owned property and facilities, religious worship activities, railroad activities, solid waste collection, activities at the Yuba Sutter Fair, organized sports events and the lawful discharge of safe and sane fireworks.

The proposed amendment would establish an additional exemption at Section 4-17.20(k) that would apply to properties zoned Community Commercial District (C-2) or General Commercial District (C-3) that front Plumas Street between Colusa Avenue (State Highway 20) to Bridge Street, and properties that front Center Street between Plumas and Shasta Streets.

This exemption would apply from 7:00 a.m. until midnight on Thursdays, Fridays, Saturdays of each week, together with New Year's Eve, St. Patrick's Day, Cinco-de-Mayo, the weekends of the Summer and Christmas Stroll events and recognized Federal holidays. This exemption would apply to entertainment activities associated with restaurants, bars, or other approved entertainment facilities, and may include live or amplified music indoors or an approved onsite patio/outdoor dining location established in compliance with City standards.

The General Plan Noise Element establishes specific noise thresholds, and the proposed exception would be consistent with those standards. Under this exception, the maximum noise levels of 70 Ldn or CNEL, dB are normally acceptable as measured at the property line for business commercial uses; potential activities with noise levels falling in the 67 to 77 Ldn or CNEL, dB range require a plan for noise attenuation measures, and noise above 77 Ldn or CNEL, dB is normally unacceptable unless a detailed noise analysis is completed, to the City's satisfaction that identifies needed noise reduction measures to be incorporated into business operations.

Commercial uses located within 100 feet of existing residential uses would be required to submit and receive approval of a plan to the Development Services Department that incorporates noise attenuation measures to reduce potential impacts on proximate residences prior to operation under this exception.

In practice, a business located within 100 feet of existing residences and desiring to hold entertainment activities would be required to prepare and submit a plan for how they will minimize noise impacts to their residential neighbors. This plan will need to be approved by the Development Services Department and the City reserves the right to require a noise analysis be prepared, at the business owner's expense, if it is believed noise impacts will not be mitigated. If a plan to abate noise is approved and later the City receives noise complaints, the City may require a noise study be prepared that details feasible mitigation measures to be implemented to reduce noise consistent with the City's General Plan Noise Element standards.

If an Ordinance is introduced at this meeting and adopted at a future City Council meeting, the ordinance will become effective 30 days after adoption.

As part of bringing this matter forward, a public hearing notice was advertised in the Appeal Democrat newspaper and mailed notice was provided to all property owners within the Downtown Business Association (DBA) area and within 300 feet of the DBA boundary.

Finally, the City was recently notified of an award of a federal Reconnecting Communities grant through the Sacramento Area Council of Governments (SACOG). This grant will provide for updating the 32-year-old Central City Specific Plan which will include preparing an updated noise analysis to develop

strategies and measures to minimize downtown area noise impacts on neighboring residential areas.

Environmental Considerations:

After reviewing the California Environmental Quality Act (CEQA) and the Guidelines, staff believes this project is covered by the general rule specified at CEQA Guidelines Section 15061(b)(3) and determined with certainty that there is no possibility the proposed update to the Municipal Code would cause a significant, adverse, effect on the environment. This is because the proposed revisions will only allow noise levels consistent with the City's adopted General Plan. Where it is determined that noise generated cannot meet the General Plan noise standards, the proposed entertainment activity will not be allowed to occur.

Additionally, none of the exceptions to this exemption as set forth in CEQA Guideline Section 15300.2 apply and the project does not present an "Unusual Circumstance."

Fiscal Impact:

No direct fiscal impact will result from amending the Municipal Code to establish an additional noise exception for the downtown area. Existing budgeted monies are paying for staff's time to address this item.

Alternatives:

The City Council may determine not to establish a new noise Ordinance exception or may consider revising the exception proposed or may provide alternative guidance to staff concerning this issue.

Recommendations:

Adopt an Ordinance of the City Council of the City of Yuba City to promote business opportunities in the downtown area by amending section 4-17.20 of Chapter 17, Title 4 of the Yuba City Municipal Code by title only, waive the second reading, and approve an exemption under CEQA Guidelines Section 15061(b)(3)

Attachments:

1. Properties Subject to Proposed Ordinance
2. Proposed Ordinance

Prepared By:
Doug Libby, AICP
Deputy Development Services Director

Submitted By:
Diana Langley
City Manager

Attachment 1

PROPERTIES SUBJECT TO PROPOSED ORDINANCE



Attachment 2

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY TO PROMOTE BUSINESS OPPORTUNITIES IN THE DOWNTOWN AREA BY AMENDING SECTION 4-17.20 OF CHAPTER 17, TITLE 4 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City of Yuba City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

WHEREAS, the City of Yuba City has adopted noise regulations in its Municipal Code to protect its citizens from loud and raucous noises from any and all sources in the community; and

WHEREAS, the City Council of the City of Yuba City desires to amend the noise regulations contained in the Municipal Code at Section 4-17.20 of Chapter 17, Title 4 to add an additional noise exception for the purpose of encouraging nighttime entertainment in the downtown area for properties zoned commercially or having commercial uses fronting Plumas Street between Colusa Avenue (State Highway 20) to Bridge Street and along Center Street between Plumas Street and Shasta Street; and

WHEREAS, on June 8, 2024, a legal notice in compliance with State law was published concerning the City Council's consideration on June 18, 2024; and

WHEREAS, on June 6, 2024, legal notice was mailed to all property owners within the Downtown Business Association boundary and those persons owning land within 300-feet of the boundary of the Downtown Business Association boundary.

NOW THEREFORE, the City Council of the City of Yuba City does hereby ordain as follows:

SECTION 1. The above recitals are incorporated by reference.

SECTION 2. CEQA. The City Council finds this amendment to the Municipal Code is covered by the general rule of California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and has determined with certainty that there is no possibility that the proposed revision to the noise regulations would cause a significant, adverse, effect on the environment. This is because the proposed revision will only allow noise levels consistent with the City's adopted General Plan. Where it is determined that noise generated cannot meet the General Plan noise standards, the proposed entertainment activity will not be allowed to occur.

SECTION 3. Section 4-17.20, of Chapter 17, Title 4 of the Yuba City Municipal Code is amended in its entirety to read as follows: :

Sec. 4-17.20. - Exemptions.

The term "loud and raucous noise" as used in this chapter does not include noise or sound generated by the following:

- (a) Cries for emergency assistance and warning calls.
- (b) Radios, sirens, horns and bells on police, fire and other emergency response vehicles.

- (c) Parades, fireworks displays and other special events for which a permit has been obtained from the City are exempted provided there is compliance with all conditions which have been noted in writing on the permit. That loud and raucous noise produced as a result of noncompliance with any condition specified on the permit is not exempted from the requirements of this chapter.
- (d) Activities on or in publicly owned property and facilities, or by public employees while in the authorized discharge of their responsibilities, are exempt provided that such activities have been authorized by the owner of such property or facilities or its agent or by the employing authority.
- (e) Religious worship activities, including but not limited to, bells, organs, singing and preaching.
- (f) Locomotives and other railroad equipment and aircraft.
- (g) The collection of solid waste by employees of a company engaged in the waste disposal business.
- (h) Organized activities at the Yuba Sutter Fair.
- (i) Organized sports events.
- (j) The discharge of "safe and sane fireworks" during the times authorized in Section 4-11.02, and the discharge of fireworks for which a special permit has been issued per Section 5602 of Section 4-5.02 of this chapter or Section 4-11.02.
- (k) Properties zoned Community Commercial District (C-2) or General Commercial District (C-3) and fronting Plumas Street between Colusa Avenue (State Highway 20) to Bridge Street, and along Center Street between Plumas Street and Shasta Street, shall be exempt from the requirements of Section 4-17.10 (b) and (d) from 7:00 a.m. until midnight on Thursdays, Fridays, Saturdays of each week, together with New Year's Eve, St. Patrick's Day, Cinco-de-Mayo, the weekends of the Summer and Christmas Stroll events and recognized Federal holidays for entertainment activities associated with restaurants, bars, or other approved entertainment facilities, and may include live or amplified music indoors or an onsite approved patio/outdoor dining location established in compliance with City requirements. Under this exception, the maximum noise levels of 70 Ldn or CNEL, dB are normally acceptable as measured at the property line for business commercial uses; potential activities with noise levels falling in the 67 to 77 Ldn or CNEL, dB range require a plan for noise attenuation measures, and noise above 77 Ldn or CNEL, dB is normally unacceptable unless a detailed noise analysis is completed, to the City's satisfaction that identifies needed noise reduction measures to be incorporated into business operations. Notwithstanding, commercial uses located within 100 feet of existing residential uses shall submit and receive approval of a plan to the Development Services Department that incorporates noise attenuation measures to reduce potential impacts on proximate residences prior to operation under this exception.

SECTION 4: SEVERABILITY. If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 18th day of June, 2024, and passed and adopted at a regular meeting held on the 2nd day of July, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Shon Harris, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Diona Pope, Accounting Manager

Summary

Subject: Letter of Intent for two (2) City-owned Cell Tower Leases into a 50-year easement

Recommendation: Authorize the City Manager to enter into a letter of intent agreement with TowerPoint of Atlanta, GA for conversion of two City-owned leases to a 50-year easement, and authorize the City Manager to extend the same by up to 60 days.

Fiscal Impact: If the City successfully negotiates the terms of an easement agreement for two cell tower sites, the revenue could be in the \$1 million plus range less a 6% fee to SteepSteel, LLC for services rendered

Purpose:

To convert the City's cell tower lease contracts to revenue to increase near-term cash flow.

Council's Strategic Goal:

This easement and lease extension supports the City Council priority of fiscal responsibility.

Background:

The City of Yuba City has three cell tower antenna sites and receives approximately \$5,500 each month for the carriers to keep and use their transmission equipment on these towers at 806 Gray Avenue (Sam Brannan Park; \$2,414), 824 Clark Avenue (Fire Station No. 1; \$1,525.88), and 1545 Poole Boulevard (Police Department; \$1,581.73), adding just under \$70 thousand each year to the general fund budget. One year ago, the Finance Department began receiving calls from these carriers to amend existing agreements, then a call proposing a sale of these leases came through. After some discussion with the City Manager, the Finance Director entered into a contract with SteepSteel, LLC to help the City navigate the cell tower leasing industry, conduct a request for quotes, and negotiate on the City's behalf, and explore the benefits of a lump sum payment for these tower leases that may be used for capital improvements today.

Analysis:

As City staff began talking through the needs for each site, consulting with each affected department head, it became apparent to all at the table that placing a 50-year easement on the obsolete (not in

use) water tower at 824 Clark Avenue did not make as much sense as it does for the sites at 806 Gray Avenue and 1545 Poole Boulevard due to the future need to raze the tower to make room for an expanded and updated Fire Station No. 1. With guidance from SteepSteel, staff is recommending a short contract extension with the carrier at 824 Clark Avenue with the intention of letting the contract run out in a few years in order to proceed with the removal of the water tower.

For the towers easements at 806 Gray Avenue and 1545 Poole Boulevard, SteepSteel marketed to prospective, highly-qualified bidders directly, and began negotiations based on the responses received. SteepSteel received several inquiries from interested parties, and negotiated best and final written proposals from TowerPoint and Wireless Propco, LLC as each proposal was for a far greater amount than the others. The following table lists the best and final written proposals that represent the result of several rounds of negotiation:

TowerPoint	Wireless Propco, LLC
\$1,085,000 + 50% revenue sharing	\$1,078,996

Staff discussed the offers with SteepSteel, the City Manager and the City Attorney to determine the best option for the City and are recommending that the City enter into a letter of intent agreement with TowerPoint of Atlanta, GA to initiate negotiations for a final agreement. The site location and the current land area utilized is listed below:

#	Site Locations	Current Land Area Utilized
1	806 Gray Avenue & 1545 Poole Blvd	3000 SF between both sites (plus ingress-egress easements and utility easements).

Fiscal Impact:

If the City successfully negotiates the terms of an easement agreement for two cell tower sites, the revenue could be in the \$1 million plus range less a 6% fee to SteepSteel, LLC for services rendered.

Alternatives:

1. Do not sell the leases and negotiate lease extensions for all tower sites; or
2. Let the leases for all or some of the tower sites expire and negotiate a sale or lease extension for any remaining tower sites.

Recommendation:

Authorize the City Manager to enter into a letter of intent agreement with TowerPoint of Atlanta, GA for conversion of two City-owned leases to a 50-year easement.

Attachments:

1. TowerPoint Letter of Intent

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



June 11, 2024

City of Yuba CA ("Landlord")
1201 Civic Center Blvd Admin Svcs Dept-Bus Lic
Yuba City, CA 95993

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Landlord,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA VI, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$1,085,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	50 Years
REVENUE SHARING	806 Gray Ave, Yuba City, California 95993 site: New Tenant Rent: 50% split with Landlord (New Tenant Rent will be generated from tenants collocation on available space on or across water/tower structure and from an additional 500 sq ft of ground space outside the existing Lease areas.) 1545 Poole Blvd, Yuba City, California 95993 site: 50% split with Landlord of additional revenue generated under TowerPoint Site Management Agreement.

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing.
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period¹.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after June 30, 2024 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely,
TowerPoint Acquisitions, LLC

Accepted and Agreed:
City of Yuba CA

Jesse M. Wellner, Chief Executive Officer
June 11, 2024

Landlord's Signature Date

Print Name:

Title:

¹Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore, the Settlement Statement will show a rent credit to TowerPoint in the amount of the two (2) months following closing.)

Exhibit A

Site Location and Lease Terms

Site Location: 806 Gray Ave, Yuba City, California 95993

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI/T-Mobile	\$1,581.73	Monthly	CPI	Annual	12/01/2024

Site Location: 1545 Poole Blvd, Yuba City, California 95993

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
T-Mobile	\$2,700.00	Monthly	CPI	Annual	02/01/2025

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial
Here:

Exhibit BRequired Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial
Here:

Exhibit C
Landlord Request for Information

EIN for Landlord (if an entity): _____

If Landlord is a natural person, then please circle marital status: **Single or Married**

(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)

Access Contact for Site Inspection	Attorney Contact Information
Name: _____	Name: _____
Title: _____	Phone: _____
Phone: _____	Email: _____
Mobile Phone: _____	
Email: _____	

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
<u>Primary Mortgage</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____	<u>Secondary Mortgage (if applicable)</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____
<u>Line of Credit</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____	

Submitted by: Cullen Ka, Ph: +18583559695, Email: cullen.ka@towerpoint.com

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Brian Hansen, IT Manager

Summary

Subject: RFP23-03 Enterprise Resource Planning (ERP) Systems & Implementation Services Bid Award

Recommendation: Adopt a Resolution which takes the following actions:

Awards the RFP23-03 bid for Enterprise Resource Planning (ERP) Systems & Implementation Services to Tyler Technologies, Inc., with the finding it is in the best interests of the City. Approves an Agreement for the project, attached as Exhibit "A," in the amount of \$1,256,370 with Tyler Technologies, Inc. of Yarmouth, ME, and authorizes the City Manager to execute the same on behalf of the City. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the Agreement

Fiscal Impact: \$2,037,827 - Account No. 941313 (ERP/HR/Utility Upgrade CIP)

\$1,256,370 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Purchase and deployment for Tyler Technologies Enterprise ERP - RFP23-03
\$478,790 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Previously approved by Council on 10/18/2022 for project management services provided by SDI Presense LLC
\$302,667 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Added to CIP by Council on 6/18/2024 to cover additional staff labor

Purpose:

To award the Request for Proposals (RFP23-03) for the purchase and installation of an Enterprise Resource Planning (ERP) system to include Financials as well as Human Resources/Payroll functions.

Council's Strategic Goal:

This item addresses City Council's Strategic Goal of fiscal responsibility by modernizing software and operations allowing staff to be more productive and gaining greater insight into our data in order to make better decisions on long-term planning as well as day-to-day operations.

Background:

In 1997, the City purchased the Automated Information System from Pentamation Software, Inc. for financials, human resources, payroll, community development and utility billing. Over the last 25+ years, the system has had several major updates but the functionality and usability has largely remained the same. In 2015, the City Council identified a need to modernize our systems for more efficiency for staff with a friendly user interface for the public. The first product of this modernization was Accela. Accela is used for Business Licences, Permitting and Code Enforcement. These functions were previously handled by the Pentamation system but this system no longer provided what staff and the City Council required.

This transition started staff down the path of looking at our systems and processes to determine where we could improve and gain efficiency, as well as provide a more modern interface that is easier for new employees to learn and use. Staff determined the biggest need for modernization was Human Resources/Payroll followed by Financials. These are core functions within the City and the current system is no longer able to keep up with regulatory changes or the needs of staff. The City Council identified system modernization as a priority during the Goal Setting Workshops and subsequently approved \$1.5 million in ARPA money to be placed in a CIP in order to fund these modernization projects.

In October, 2022, the City Council authorized staff to enter into an agreement with SDI Presence LLC of Los Angeles, CA to develop the RFP for an ERP system and installation. On June 13, 2023, staff released the RFP for ERP system and installation and on July 28, 2023, the RFP was opened.

Analysis:

The request for proposal (RFP) was developed in coordination with SDI Presence starting in the fall of 2022. SDI worked with staff and interviewed every department in the City to come up with a base set of requirements and optional items the City would like to see in a new ERP system. A comprehensive RFP was developed that included software requirements and professional service/installation needs. The RFP was released on June 13, 2023, and opened on July 28, 2023. Eight bids were received with one bid coming in after the deadline, so it was rejected. The following table summarizes the initial bid opening:

Vendor City, State	Amount
Radiance Technologies, LLC Collegville, PA	\$1,439,840
Yash Technologies Mesa, AZ	\$4,978,796
Cogsdale Charlottetown, PE Canada	\$1,158,887
Oracle America, Inc. Charlottesville, VA	\$987,478 (Does not include travel or data conversion)
Harris ERP St Louis, MO	\$786,281
IKW Solutions Laguna Beach, CA	\$3,298,385
Tyler Technologies, Inc. Yarmouth, ME	\$1,193,160
NEOGOV El Segundo, CA	XXXXXXX Received after the deadline

The City formed a review committee to evaluate the proposals and determine next steps. Proposals

were evaluated based on completeness of proposal, software features, ease of use, company background, support options/user groups, ability to provide California specific features and reports, technology/infrastructure and price. Although a budget was not specified in the RFP, proposals that were far outside the City's ability to fund were eliminated. The review committee selected two proposals that met all the City requirements to move on to the second phase of evaluation; the proof of capabilities, POC. The POC is an in depth review of the vendors' proposal, to determine which is best suited for the City. Each vendor was invited to come onsite to demo their solution and answer any questions the City had. Each POC lasted three days and covered all aspects of the proposal. The POC was attended by the relevant City departments for the topics covered and graded by all who attended. Upon completion of the two POC's, staff evaluated each proposal and POC results and gave its recommendation to the executive team for final approval. Staff recommendation was to move forward with Tyler Technologies Enterprise ERP. With the approval of the executive team, staff moved to the next phase of the process, negotiations. Staff, SDI and the City Attorney worked with Tyler Technologies staff to come to agreement on the final contract language, options and services, and pricing. The final negotiated price of \$1,256,370 is a combination of the base RFP bid requirements plus additional items identified by the review committee that would add more value to the City. The final cost also includes a higher discount rate on the software services than originally proposed as well as pricing that has fixed costs for the first five years and fixed price increase caps for an additional five years so that the City will have predictable costs for the next ten years.

Tyler Technologies has proposed a 2-year timeline for this proposed project. The expected start date would be September 2024 with completion being in September 2026. The Finance module is scheduled to be implemented first, followed by the HR module. There is a 2-month overlap between Finance and HR modules in order to make the timeline.

There are challenges that will need to be accounted for in order to complete this project. The project is primarily funded by ARPA funds. With this, there are specific timelines that must be met. The project funds must be allocated by December 2024 in order to be eligible for use. All funds must be invoiced by December 2026. This accounts for our aggressive timeline and the pressures and challenges associated with it. Additional funds were allocated to this project by the Council on June 18, 2024, to help cover the additional staffing support needed to complete this project. Employees will need to support day to day operations on top of configuring and testing the new system. Staff will need to be supplemented by outside contractors and retired annuitants to meet this demand. The City will also need to maintain and pay for the current and new systems concurrently while the new system is configured and tested. The current system will also need to be supported into the future until the Utility Billing module is replaced, and the historical data is no longer necessary. Staff will also need to be prepared for future events that may affect the project timeline. A situation may arise that pushes the timeline out, but because of the ARPA restrictions, it will need to be dealt with quickly in order to not jeopardize the funding source.

Fiscal Impact:

\$2,037,827 - Account No. 941313 (ERP/HR/Utility Upgrade CIP)

\$1,256,370 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Purchase and deployment for Tyler Technologies Enterprise ERP - RFP23-03

\$478,790 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Previously approved by Council on 10/18/2022 for project management services provided by SDI Presence LLC

\$302,667 - Account No. 941313 (ERP/HR/Utility Upgrade CIP) Added to CIP by Council on 6/18/2024 to cover additional staff labor

\$1,500,000 initially allocated to CIP by the council from ARPA funds. An additional \$650,000 was

added by the council on 6/18/2024 to cover project costs and additional staff labor. The current CIP budget contains sufficient funds for project.

Alternatives:

1. Reject RFP results and direct staff to re-submit RFP with a deadline of December 2024 in order to still use ARPA funding
2. Do not purchase ERP software, continue using existing software and reallocate ARPA funds to another project
3. Do not purchase ERP software, direct staff to upgrade existing software using CIP funds

*ARPA funding must be allocated by December 2024. If this timeline cannot be met, the ARPA funds should be reallocated to another project

Recommendation:

Adopt a Resolution which takes the following actions:

Awards the RFP23-03 bid for Enterprise Resource Planning (ERP) Systems & Implementation Services to Tyler Technologies, Inc., with the finding it is in the best interests of the City. Approves an Agreement for the project, attached as Exhibit "A," in the amount of \$1,256,370 with Tyler Technologies, Inc. of Yarmouth, ME, and authorizes the City Manager to execute the same on behalf of the City. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the Agreement.

Attachments:

1. Enterprise Resource Planning (ERP) Systems & Implementation Services Bid Award - Resolution

Prepared By:

Brian Hansen
Information Technology Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING THE RFP23-03 BID TO TYLER TECHNOLOGIES, INC WITH THE FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY; APPROVING AN AGREEMENT IN THE AMOUNT OF \$1,256,370 WITH TYLER TECHNOLOGIES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PROJECT

WHEREAS, the City of Yuba City desires to purchase and install an Enterprise Resource Planning (ERP) system to include Financials as well as Human Resources/Payroll functions; and

WHEREAS, the existing system is over twenty five years old and no longer meets the needs of the City; and

WHEREAS, the City desires to award the bid to Tyler Technologies, Inc. of Yarmouth, ME in the amount of \$1,256,370 for the purchase and installation of an Enterprise Resource Planning (ERP) system.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council awards the RFP23-03 bid for Enterprise Resource Planning (ERP) Systems & Implementation Services to Tyler Technologies, Inc., with the finding it is in the best interests of the City. The City Council approves an Agreement for the project, attached as Exhibit "A," in the amount of \$1,256,370 with Tyler Technologies, Inc. of Yarmouth, ME, and authorizes the City Manager to execute the same on behalf of the City. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the Agreement subject to approval as to form by City Attorney.

2. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Proposal from Tyler Technologies

EXHIBIT A



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service 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 Yuba City, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed 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 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](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto 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 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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“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 – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 1 hour and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. Any third party data center will either meet or exceed all applicable requirements in this Agreement.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) 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.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Tyler and Client personnel. Tyler and the Client agree to use all reasonable efforts to cooperate 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. Either party will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to failure by the other party to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 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;
 - 9.4 make available to you all 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
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

10. Project Personnel. Tyler will provide the Yuba City Project Manager with resumes for all proposed staff (Project managers and implementation consultants), including initially proposed staff, at least 30 days prior to each phase initiation. Yuba City will have ten (10) days to review the resumes and conduct any reference checks. Yuba City has the right to reject any staff and Tyler will then submit another resume for Yuba City's approval. After Yuba City has approved a resource, Yuba City will not request removal of that resource during the Project except for good cause.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically, at the Client's option, for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. Your SaaS Fees for your first five (5) annual renewals will be capped on an annualized basis as follows: Year 6: 3%; Year 7: 4%; Year 8: 5%; Year 9: 5%; and Year 10: 5%. Your SaaS Fees for every renewal year beyond Year 10 (i.e., Years 11 and on) will be at our then-current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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 (a) 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(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 (inclusive of Cyber Liability) of at least \$2,000,000; (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 H – 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 twenty-four (24) months from the Effective Date 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 twenty-four (24) 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. 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.
20. 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.
21. 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.
22. 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.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Tyler's Proposal
Exhibit G	Client's Request for Proposal

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- This Agreement, Exhibits A-E
- Exhibit F – Tyler's Proposal
- Exhibit G – Client's Request for Proposal

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 Yuba City, California

By: Tina Mize

By: _____

Name: Tina Mize

Name: _____

Title: Group General Counsel

Title: _____

Date: June 11, 2024

Date: _____

Address for Notices:

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

Address for Notices:

City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993-3005
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Quoted By: Jennifer Wahlbrink
 Quote Expiration: 07/31/24
 Quote Name: City of Yuba City-EERP
 Quote Description: 6-4-24 City of Yuba City, CA 20% PM Services
 SaaS Term 5.00

Sales Quotation For:**Shipping Address:**

City of Yuba City
 1201 Civic Center Blvd
 Yuba City CA 95993-3005

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	320	\$ 34,812.00
Accounts Payable	1	96	\$ 10,392.00
Budgeting	1	128	\$ 10,392.00
Capital Assets	1	112	\$ 10,029.00
Cash Management	1	80	\$ 7,113.00
Contract Management	1	64	\$ 4,483.00
eProcurement (Vendor Access and Punch-Out)	1	64	\$ 6,305.00
Project & Grant Accounting	1	96	\$ 7,504.00
Purchasing	1	288	\$ 17,105.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	1	160	\$ 10,194.00
Employee Expense Reimbursement	1	112	\$ 3,915.00
Human Resources & Talent Management	1	176	\$ 6,175.00
Payroll with Employee Access	1	336	\$ 8,964.00

Time & Attendance Import	1	0	\$ 1,682.00
Time & Attendance w Mobile Access - Up to 350 Employees	1	256	\$ 9,025.00
Revenue Management			
Accounts Receivable	1	208	\$ 8,702.00
General Billing	1	96	\$ 4,909.00
Content Management			
Content Manager Core includes Onboarding	1	96	\$ 11,141.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	208	\$ 17,928.00
Additional			
ACFR Statement Builder	1	64	\$ 5,801.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 6,419.00
Sub-Total:			\$ 202,990.00
<i>Less Discount:</i>			<i>\$ 30,448.00</i>
TOTAL			2960 \$ 172,542.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Capital Assets Import Hours	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
COA Import Hours	12	\$ 200.00	\$ 0.00	\$ 2,400.00	\$ 0.00
Custom Report Development Assistance - Remote	80	\$ 200.00	\$ 0.00	\$ 16,000.00	\$ 0.00
Document Customization - Remote (Phase 1 & 2)	280	\$ 200.00	\$ 0.00	\$ 56,000.00	\$ 0.00
End User Training - 80 hours per phase	160	\$ 225.00	\$ 0.00	\$ 36,000.00	\$ 0.00
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
P-Card Import Format	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00	\$ 0.00
Payroll Accruals Import Hours	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Payroll Deductions Import Hours	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
PIER, 60 hours per phase	120	\$ 225.00	\$ 0.00	\$ 27,000.00	\$ 0.00
Position Control Import Hours	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Post Go Live Support	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00

Project Management	736	\$ 200.00	\$ 0.00	\$ 147,200.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 55,400.00	\$ 0.00
Onsite Implementation	740	\$ 225.00	\$ 0.00	\$ 166,500.00	\$ 0.00
Remote Implementation	2220	\$ 200.00	\$ 0.00	\$ 444,000.00	\$ 0.00
TOTAL				\$ 996,000.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	64	\$ 185.00	\$ 0.00	\$ 11,840.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 18,810.00	\$ 2,822.00	\$ 15,988.00
TOTAL				\$ 11,840.00			\$ 15,988.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 172,542.00
Total Tyler Services	\$ 996,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 11,840.00	\$ 15,988.00
Summary Total	\$ 1,007,840.00	\$ 188,530.00
Contract Total	\$ 1,886,538.00	
Estimated Travel Expenses excl in Contract Total	\$ 60,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

*All Primary values quoted in US Dollars***Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Accounts Payable	1	\$ 10,300.00	\$ 0.00	\$ 10,300.00
Contracts	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Project Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Purchase Orders	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
Revenue Management				
General Billing	1	\$ 9,800.00	\$ 0.00	\$ 9,800.00
TOTAL				\$ 55,400.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	32	\$ 3,075.00
Bid Management	1	64	\$ 4,488.00
Human Resources Management			
Recruiting	1	32	\$ 1,423.00
Revenue Management			
Cashiering	1	112	\$ 13,213.00

Civic Services			
My Civic	1	160	\$ 9,100.00
Data Insights			
Capital Projects Explorer	1	0	\$ 7,150.00
Open Finance	1	0	\$ 13,650.00
Integrations			
API Toolkit Bundle	1	96	\$ 20,195.00
TOTAL:		496	\$ 72,294.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Onsite Implementation	124	\$ 225.00	\$ 0.00	\$ 27,900.00	\$ 0.00
Remote Implementation	372	\$ 200.00	\$ 0.00	\$ 74,400.00	\$ 0.00
TOTAL				\$ 110,700.00	\$ 0.00

Optional Transaction Fees

Description
Enterprise ERP Payments
Tyler Enterprise Payments

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00

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Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
Touchscreen 10: Barcode Reader	1	\$ 2,510.00	\$ 0.00	\$ 2,510.00	\$ 251.00	\$ 0.00	\$ 251.00
TOTAL				\$ 8,013.00			\$ 566.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 34,812.00	\$ 5,222.00	\$ 29,590.00
Accounts Payable	\$ 10,392.00	\$ 1,559.00	\$ 8,833.00
Budgeting	\$ 10,392.00	\$ 1,559.00	\$ 8,833.00
Capital Assets	\$ 10,029.00	\$ 1,504.00	\$ 8,525.00
Cash Management	\$ 7,113.00	\$ 1,067.00	\$ 6,046.00
Contract Management	\$ 4,483.00	\$ 672.00	\$ 3,811.00
eProcurement (Vendor Access and Punch-Out)	\$ 6,305.00	\$ 946.00	\$ 5,359.00
Project & Grant Accounting	\$ 7,504.00	\$ 1,126.00	\$ 6,378.00
Purchasing	\$ 17,105.00	\$ 2,566.00	\$ 14,539.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	\$ 10,194.00	\$ 1,529.00	\$ 8,665.00
Employee Expense Reimbursement	\$ 3,915.00	\$ 587.00	\$ 3,328.00
Human Resources & Talent Management	\$ 6,175.00	\$ 926.00	\$ 5,249.00
Payroll with Employee Access	\$ 8,964.00	\$ 1,345.00	\$ 7,619.00
Time & Attendance Import	\$ 1,682.00	\$ 252.00	\$ 1,430.00
Time & Attendance w Mobile Access - Up to 350 Employees	\$ 9,025.00	\$ 1,354.00	\$ 7,671.00
Revenue Management			
Accounts Receivable	\$ 8,702.00	\$ 1,305.00	\$ 7,397.00
General Billing	\$ 4,909.00	\$ 736.00	\$ 4,173.00

Content Management			
Content Manager Core includes Onboarding	\$ 11,141.00	\$ 1,671.00	\$ 9,470.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 17,928.00	\$ 2,689.00	\$ 15,239.00
Additional			
ACFR Statement Builder	\$ 5,801.00	\$ 870.00	\$ 4,931.00
Enterprise Forms Processing Software (including Common Form Set)	\$ 6,419.00	\$ 963.00	\$ 5,456.00
TOTAL	\$ 202,990.00	\$ 30,448.00	\$ 172,542.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 40% Client and 60% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the

trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Contracts conversion includes: Standard

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees for the initial term will be invoiced as set forth in the payment schedule below. Upon expiration of the initial term, your SaaS Fees for your first five (5) annual renewals will be capped on an annualized basis as follows: Year 6: 3%; Year 7: 4%; Year 8: 5%; Year 9: 5%; and Year 10: 5%. Your SaaS Fees for every renewal year beyond Year 10 (i.e., Years 11 and on) will be at our then-current rates.

Payment Date	Payment Amount
8/1/24	\$36,767.63
11/1/24	\$36,767.63
2/1/25	\$36,767.63
5/1/25	\$43,135.50
8/1/25	\$172,542.00
8/1/26	\$172,542.00
8/1/27	\$172,542.00
8/1/28	\$172,542.00

2. **Other Tyler Software and 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. Notwithstanding anything to the contrary in the Agreement, Tyler shall withhold billing and invoicing of ten percent (10%) of the fees for implementation services delivered during a Phase until the earlier of (i) the Live Date of the applicable Phase, or (ii) the Live Date for that Phase as listed in the revised Statement of Work as part of initial planning expected within thirty (30) days of implementation kick-off.
 - 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 Best Practice Recommendations, 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 this Agreement.
 - 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. 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 initiation of project planning.
 - 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
 - 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
 - 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 fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
 4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit

B as 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 available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State 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

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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

Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.



Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

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City of Yuba City

SOW from Tyler Technologies, Inc.

1/16/2024

Presented to:
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 5993-3005

Contact:
Katharina Howard
Email: Katharina.Howard@TylerTech.com
1 Tyler Drive, Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Yuba City (collectively the “Project”). The project is defined as the implementation of Tyler EERP finance, human resources, and related modules, including related support technology and professional services listed in the Investment Summary.

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by Yuba City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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 Yuba City’s complexity and organizational needs.

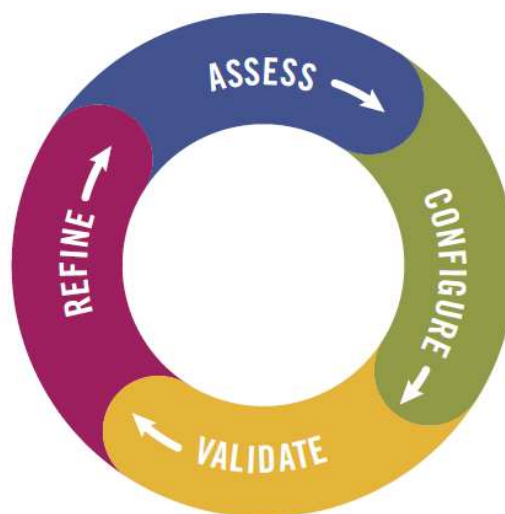
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Yuba City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Yuba City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Yuba City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

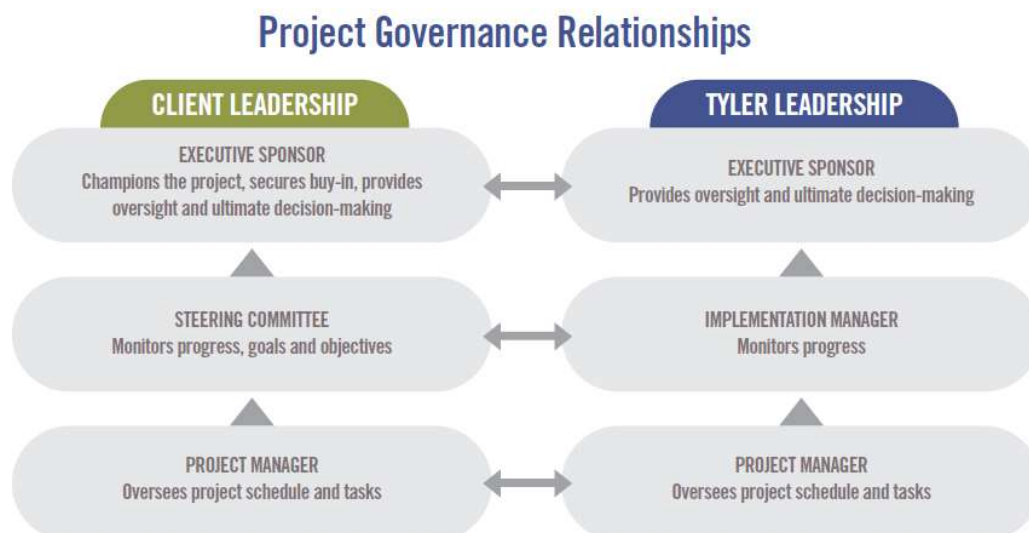
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet 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 defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Yuba City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Yuba City Steering Committee become the escalation points to triage responses prior to escalation to Yuba City 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. Yuba City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

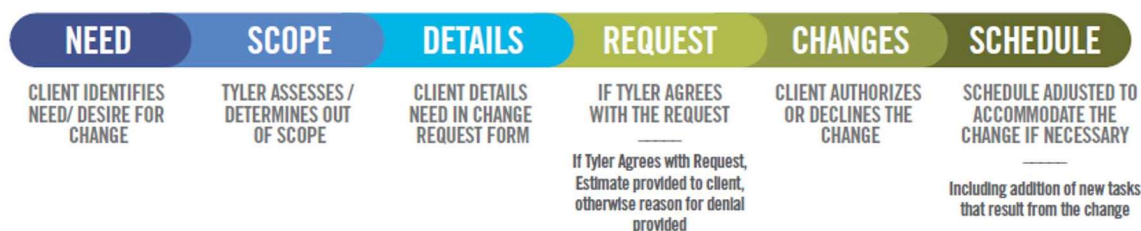
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to Yuba City; for example, Yuba City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Yuba City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Yuba City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Yuba City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Yuba City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and Yuba City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Yuba City feedback and approval on Project deliverables will be critical to the success of the Project. Yuba City project manager will strive to gain deliverable and decision approvals from all authorized Yuba City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Yuba City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- Yuba City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Yuba City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Yuba City does not agree the Deliverable or Control Point meets requirements, Yuba City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) 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. Yuba City shall then have five (5) 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 Yuba City does not provide acceptance 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.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Yuba City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Yuba City, but are roles defined within the Project. It is common for individual resources on both the Tyler and Yuba City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

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 to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Yuba City'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.
- Acts as the counterpart to Yuba City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Yuba City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel
- 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 Tyler 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. As requested by Yuba City, the Tyler Project Manager provides regular updates to Yuba City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 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 Yuba City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Updates Project schedule and Project Management Plan based on agreed upon changes.

- Collaborates with Yuba City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Prepares go-live checklist and reviews with Yuba City
- Ensures that each environment is working prior to any scheduled session taking place

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Yuba City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Yuba City any items that may impact the outcomes of the Project.
- Collaborates with Yuba City '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.
- Collaborates with Yuba City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Yuba City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource 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.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- If multiple PMs and/or ICs are used,-ensures knowledge transfer between resources as applicable. Develops and posts session agendas and any other necessary material in advance of sessions.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler, including Site Reports, within two weeks of session date.
- Guides Yuba City through software validation process following configuration.
- Assists during Go-Live process and provides support until Yuba City transitions to Client Services.
- Facilitates training sessions and discussions with Yuba City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Will provide conversion review assistance and error resolution assistance.
- Provides session invites two weeks in advance based on project calendar.
- Reviews agendas at start and end of each session; at end of session, ensures any items not covered in session are identified and any client tasks necessary are identified, assigned, and due dates indicated.
- Guides the Client through software validation process following configuration.
- Will assist with the development of custom UAT test scripts.

- Leads Yuba City through UAT process and collaborates with the Tyler project manager to follow-up on any software-related issues that were unresolved at the time of testing.
- Will develop custom documentation for Yuba City. Conducts end user training sessions for up to 80 hours per phase. Conducts pre-live support as well as go-live sessions.
- Assists the City with understanding conversion and import options and assist the city in identifying and creating proper import formats where available. Facilitates PIER sessions to complete an analysis of gaps in processes and works with the Client to document and create plans to address gaps. 40 hours per phase (1 and 2) are reserved for this activity.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Yuba City Roles & Responsibilities

Yuba City 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 Yuba City Executive Sponsor

Yuba City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its 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, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers Yuba City steering committee, project manager(s), and functional leads to make critical business decisions for Yuba City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Yuba City Steering Committee

Yuba City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees Yuba City project manager and Project through participation in regular internal meetings. Yuba City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. Yuba City steering committee also serves as primary level of issue resolution for the Project.

- 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.
- Ensures the project staffed appropriately and that 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
 - Yuba City Policies
 - Needs of other client projects

5.2.3 Yuba City Project Manager

Yuba City 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. Yuba City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Yuba City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. Yuba City project manager(s) are responsible for reporting to Yuba City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Yuba City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that 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 schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Yuba City and Tyler and takes all necessary steps to proactively mitigate these items or communicate 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 Yuba City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Yuba City 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.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Yuba City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Yuba City 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.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Yuba City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of Yuba City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 Yuba City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Yuba City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Yuba City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Yuba City 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 schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Yuba City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Yuba City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Yuba City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Yuba City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Yuba City'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 Yuba City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Yuba City Change Management Lead

- Validates that 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.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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 Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists 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 has been accepted by Yuba City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Yuba City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Yuba City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project 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 Yuba City's team. During this step, Tyler will work with Yuba City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Yuba City project team.

STAGE 1	Initial Coordination																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Yuba City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Yuba City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 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.

During this work package Tyler will work with Yuba City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Yuba City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Yuba City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with Yuba City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize Yuba City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Yuba City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Yuba City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Yuba City to install License Software. Yuba City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Yuba City's infrastructure meets Tyler's application requirements.
- Ensure Yuba City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler								Yuba City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	

Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to Yuba City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in Yuba City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				

Perform Stakeholder Meeting Presentation	I	A	R	I	I					I	I	C	I	I	I	I	I
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Yuba City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Yuba City business processes. This information will be used to identify and define business processes utilized with Tyler software. Yuba City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Yuba City team knowledge transfer such as: eLearning, documentation, or walkthroughs. Yuba City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Yuba City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Yuba City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Yuba City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is Yuba City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Yuba City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Yuba City attendees possess sufficient knowledge and authority to make future state decisions.
- Yuba City is responsible for any documentation of current state business processes.
- Yuba City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and Yuba City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for Yuba City's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Yuba City Source data
	Yuba City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable}	Yuba City Acceptance of Data Conversion Plan, if Applicable
		Yuba City acceptance of Solution Design Document

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Yuba City representatives to identify business rules before writing the conversion.

- Yuba City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Yuba City Source data
	Yuba City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Yuba City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.

- Tyler will work with Yuba City representatives to identify business rules before writing the conversion.
- Yuba City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by Yuba City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Yuba City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Yuba City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Yuba City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Yuba City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- Yuba City will provide network access for Tyler modules, printers, and Internet access to all applicable Yuba City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Yuba City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Yuba City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Yuba City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Yuba City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Yuba City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate Yuba City users on how to execute processes in the system to prepare them for the validation of the software. Yuba City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Yuba City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Yuba City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Yuba City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Yuba City-specific process documentation (completed by Yuba City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition Yuba City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, Yuba City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with Yuba City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			A	C	R						I	I		I			
Provide data crosswalks/code mapping tool																	

Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- Yuba City will provide a single file layout per source system as identified in the investment summary.
- Yuba City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- Yuba City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare Yuba City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with Yuba City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Yuba City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Yuba City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			A	R	C						C	C		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	R	C						C	C		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan															
	Completed work product from prior stages (configuration, business process, etc.)															

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables															
	Solution Validation Report								Yuba City updates report with testing results							

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Yuba City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure Yuba City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and Yuba City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Yuba City
--	---------------------------	--

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide customized, Yuba City specific application documentation for the general use of the software.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Yuba City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
Create Yuba City specific training material		A	A	R							C	C	I	C	C	C	
End User training (Tyler-led)		A	A	R							C	C	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Yuba City signoff that training was delivered

Work package assumptions:

- Yuba City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Yuba City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Yuba City departments.
- Yuba City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Post Implementation Evaluation Review (PIER)

Tyler will deliver PIER services after each phase: 1 (Financials), and 2 (HR/Payroll). Forty hours per phase is to be used to complete the tasks associated with this review.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Yuba City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Yuba City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Yuba City and Tyler will complete work assigned to prepare for Go-Live.

Yuba City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Yuba City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Yuba City during Go-Live activities. Yuba City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Yuba City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Yuba City confirms data is available in production environment

Work package assumptions:

- Yuba City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- Yuba City business processes required for Go-Live are fully documented and tested.

- Yuba City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- Yuba City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Yuba City onto the Tyler Client Services team, who provides Yuba City with assistance following Go-Live, officially transitioning Yuba City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Yuba City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Yuba City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Yuba City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Yuba City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Yuba City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Yuba City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Yuba City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Yuba City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Yuba City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Yuba City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Yuba City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Yuba City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- Yuba City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to Yuba City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Yuba City is responsible for making decisions based on the options available.

- Implementation of new software may require changes to existing processes, both business and technical, requiring Yuba City to make process changes.
- Yuba City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Yuba City is responsible for managing Organizational Change. Impacted Yuba City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Yuba City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Yuba City resources will participate in scheduled activities as assigned in the Project Schedule.
- Yuba City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Yuba City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- To the best of our ability, Tyler will ensure that changes in resources have a comparable level of knowledge and expertise and do not negatively impact the Project schedule.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Yuba City will ensure assigned resources will follow the change control process and 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, change control process buy-in, and knowledge.
- Yuba City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Yuba City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Yuba City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Yuba City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Yuba City representatives to identify business rules before writing the conversion. Yuba City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.

- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- Yuba City will provide the legacy system data extract in the same format for each iteration 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.
- Yuba City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Tyler will be responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.) as necessary based on the final test scripts and the final training documentation.

7.5 Facilities

- Yuba City will provide dedicated space for Tyler staff to work with Yuba City resources for both on-site and remote sessions. If Phases overlap, Yuba City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Yuba City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.4 Project Accounting

9.1.4.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.4.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.4.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.5 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

9.1.6 Human Resources Management

9.1.6.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.6.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.6.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.6.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.6.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.6.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.6.7 Education

- Codes, for institution, type of degree, and area(s) of study

9.1.7 General Billing

9.1.7.1 Customer Master Files

- Customer information

9.1.7.2 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.1.7.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

10. Additional Appendices

10.1 Tyler and Client Work Split Assumptions

Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort to a 60% Tyler work effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and project plan development to determine the best use of these hours. Common areas additional hours are used are:

- Configuration
- Setting and Code configuration
- Security and Workflow Building
- Data Conversion
- Conversion Mapping
- Conversion Proofing
- Conversion Testing
- Imports in lieu of conversion
- Formatting files
- Building custom templates
- Testing imports/Data validation
- Training/Documentation
- Additional repeat process training
- Post Live Assistance
- Bank Reconciliation assistance for additional months
- Month-end assistance for additional months
- Year-end assistance for multiple years
- W-2/1099 processing for multiple years
- Job aides/quick reference guides
- End user training documentation
- Testing
- Additional parallel processing
- Test script building
- Integration Testing
- Import/Export template building
- Import testing
- Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.

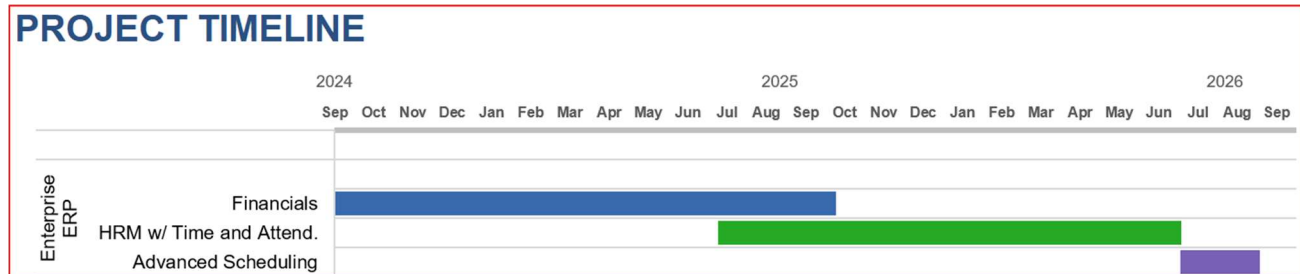
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11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date	
1	Financials	- Accounting - Accounts Payable - Budgeting - Capital Assets - Cash Management - Contract Management - E-procurement - Purchasing - Project & Grant Accounting - Accounts Receivable - General Billing - ACFR (post-live) - PatternStream (third-party)	September 2024 or as defined in the Project Plan and mutually agreed upon	October 2025 or as defined in the Project Plan and mutually agreed upon	Phase Months: 12 Average Days/Month: ~ 16.5

	System Wide	• Analytics & Reporting w Executive Insights • Enterprise Forms • Content Manager Core • Enterprise ERP Admin & Security			
2	Enterprise Human Resources Management	• Payroll with Employee Access • Human Resources and Talent Management • Employee Expense Reimbursement • Time and Attendance • Time and Attendance Import	July 2025 or as defined in the Project Plan and mutually agreed upon	July 2026 or as defined in the Project Plan and mutually agreed upon	Phase Months: 12 Average Days/Month: ~ 11
3	Advanced Scheduling	• Advanced Scheduling	July 2026 or as defined in the Project Plan and mutually agreed upon	September 2026 or as defined in the Project Plan and mutually agreed upon	Phase Months: 3 Average Days/Month: ~ 6.5



Exhibit F
Tyler's Proposal

Tyler's Proposal, dated July 28, 2023, in response to the Client's Request for Proposals for Enterprise Resource Planning (ERP) System and Implementation Services is incorporated herein by reference as if fully set forth herein.

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City of Yuba City

ERP System and Implementation Services

RFP 23-03

July 28, 2023

Jennifer Wahlbrink - Senior Account Executive
One Tyler Drive, Yarmouth, ME 04096
Phone: 623-760-7566
Email: Jennifer.Wahlbrink@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

Same Tyler Products, New Names

Since 1999 Tyler has been building the best array of software solutions for the public sector. If you have spoken with one of our representatives, attended a demonstration, or browsed our website before 2022, you may notice some changes in our products. Many of Tyler's products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

Our products are changing in name only. There will be no change in product functionality, support, or services. You can continue to expect the best with Tyler. We are excited to share this journey into the next evolution of Tyler Technologies.

For details, please visit <https://www.tylertech.com/about-us/who-we-are/product-name-update-faq>



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July 28, 2023

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RE: Response to RFP for ERP System and Implementation Services RFP 23-03

Dear Wendell Yacur:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the City of Yuba City's RFP dated June 13, 2023, for ERP System and Implementation Services. The attached response will detail our complete offering, including:

- The Enterprise ERP powered by Munis software solution
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed response, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said response to the City of Yuba City's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This response and proposed cost shall be valid and binding for 120 days following the RFP due date. Except as set forth in this response, this document may be released in part or in total as public information in accordance with the requirements of the laws covering same.

Litigation matters involving a Tyler client: Tyler has more than 40,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. Currently pending lawsuits that meet this description are summarized below:

- Tilton et al. v. Jackson County, MO et al. (Circuit Court of Jackson County, MO, No. 2316-cv-16440): On June 27, 2023, Tyler was served the above-captioned complaint. It is filed by real and commercial property owners who dispute the appraisal value assessed on their property. The claim that some combination of the County, County executives, and Tyler failed to follow statutory processes in providing notice of the proposed assessed value and in performing the underlying assessment. Tyler was under contract with the County to perform re-assessment and assessment services. Tyler strongly disputes the complaint's allegations and, to the extent even applicable to Tyler, the lone count asserted in the complaint.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 7,200 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. Currently pending lawsuits that meet this description are summarized below:

- *Harrison v. Tyler Technologies, Inc.* (E.D. Tex., 21-cv-607) (service date: August 6, 2021): This is a lawsuit regarding an alleged misclassification under the FLSA. It was filed by the same lawyer who filed two prior suits against Tyler, and recycles identical claims; however, the plaintiff in this lawsuit served in different roles than the prior plaintiffs, and Tyler is confident that each of those roles were properly classified as exempt. Tyler won summary judgment that one role was properly classified and was continuing through the litigation on the other role, when the parties arrived at a mutually agreeable resolution. The parties then briefed whether plaintiff's counsel should be entitled to any attorneys' fees and, if so, how much those fees should be. The briefing was completed as of April 21, 2023, and is under consideration with the court.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. Currently pending lawsuits that meet this description are summarized below:

- *Roe et al. v. The State Bar of California et al.* (Superior Court of California, County of Orange, Case No. 22-CIV-01250695): On March 28, 2022, Tyler was added as a defendant to the above-captioned proceedings. The allegations relate to data harvesting performed by a third-party (a website known as judyrecords.com) on public-facing websites known as Odyssey Portal that Tyler licenses. The State Bar of California maintains an Odyssey Portal, and judyrecords.com was able to harvest data relating to public and non-public case records searchable on that site. The plaintiffs allege various state and federal law claims relating to privacy and antitrust violations. The plaintiffs purport to bring the lawsuit as a class action. Tyler does not believe that there is a basis to certify the alleged class, or that the claims against Tyler have merit. Tyler removed the lawsuit to federal court, where plaintiffs' anti-trust claims were dismissed on defendants' motion. The case was then remanded to state court.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler's response.

Tyler has reviewed the City's standard agreement and we have included exceptions to certain terms. Tyler will consider its implementation methodology and its contract to be the starting point for contract negotiations. Tyler's standard contract is included for your reference. We agree to incorporate your procurement documents and our Proposal documents into the contract package so as long as the order of priority is: (a) the final, negotiated contract; (b) our Proposal documentation; and (c) your procurement documentation

Tyler's Statement of Exceptions to the Procurement Documents

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract. That methodology, and that contract, have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. ***Tyler's submission of its Proposal does not waive Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.*** Tyler will be obligated to provide products and services only upon execution, and under the terms and conditions, of the mutually negotiated contract between Tyler and the Client.

- Contract (4.4; 7.21; 7.24, Appendix C ("AC"), generally): Tyler will consider its implementation methodology and its contract to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract is included for your reference. If you ask

to incorporate your procurement documents and our Proposal documents into the contract package, we will agree to do so as long as the order of priority is: (a) the final, negotiated contract; (b) our Proposal documentation; and (c) your procurement documentation.

- Pricing (5.2.8; AC 3): Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- Laws & Regulations (7.4; AC 28): Tyler, in the performance of services, will comply with all applicable state and federal laws, ordinances, orders, decrees, and regulations. Tyler reserves the right to review and discuss with the Client specific laws and regulations that the Client wishes to incorporate into the final contract. Tyler agrees to comply with the applicable sections of the ADA as it relates to its employment practices and the services being proposed. Tyler reserves the right to discuss the applicability of Section 508 as it relates to the software products being proposed.
- Assignment (7.10; AC 19): Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the Client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
- Disclosure of Proposal Contents/Ownership (7.18; AC 7): We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws. We do not agree to work-for-hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- Warranty (7.24): For as long as the Client has an in-force maintenance or SaaS agreement, as applicable, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, 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. Tyler disclaims all implied warranties.
- Payment (AC 4): Tyler's standard payment terms are set forth in the Invoicing and Payment Policy (Exhibit B) to the standard Tyler contract. Payment is due within forty-five (45) days of invoicing.
- Termination (AC 6; AC 27): Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract. In the event of any termination, the Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process.
- Document Retention / Audit (AC 8): Tyler will maintain complete and accurate records of time and expense relating directly to the contract for the greater of five (5) years from their creation or the period required by applicable law. The Client may audit Tyler's books and records relating directly to the contract once per year on one-week advance written notice, and at Client's expense. Unless otherwise agreed, the location of the records will be the Tyler office servicing the contract. The audit will not include access to Tyler's personnel records, or conditions of employment.
- Indemnity (AC 14): Tyler shall defend, indemnify, and hold harmless the Client from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) from third parties for personal injury or property damage arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to Tyler's

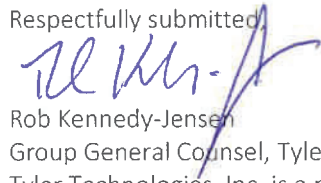
performance under the contract. The Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. Tyler will defend, indemnify, and hold harmless the Client from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Tyler's standard contract.

- Venue (AC 22): Tyler reserves the right to file a complaint with, or remove any litigation to, a federal court of competent jurisdiction.
- Attorney's Fees (AC 23): Tyler prefers that a court of competent jurisdiction determine liability for attorney's fees.
- Insurance (AC 28): Tyler has provided its evidence of insurance certificate. Tyler's insurance program is established at a corporate level and is not subject to change for individual customers. While performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability (CGL) of \$1,000,000 per occurrence and in the aggregate; (b) Automobile Liability of \$1,000,000; (c) Professional Liability of \$1,000,000; (d) Workers' Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of \$5,000,000 per occurrence and in the aggregate. We agree to secure our insurance from a carrier with a minimum AM Best rating of A:VII. Tyler's insurance coverage is evidenced using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims caused, in whole or in part, by Tyler as respects the contract, which automatically affords you the same status under our excess/umbrella liability policy. A certificate of insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that are caused, in whole or in part, by Tyler as respects the contract. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation or non-renewal, or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof unless replaced. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

If you have any questions, please feel free to contact:

Jennifer Wahlbrink, Senior Account Executive
623-760-7566 - Jennifer.Wahlbrink@tylertech.com

Respectfully submitted,



Rob Kennedy-Jensen
Group General Counsel, Tyler Technologies, Inc.
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Section 1 Executive Summary

Section 1 - Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP. This is to include identification of Proposer solution and identification of use of any third-party applications and/or subcontractors, and the scope of work to be performed by each subcontractor.

The Executive Summary should not exceed three (3) pages.

Public sector organizations around the nation are facing some of most difficult challenges in the financial and human resources management arenas today. Managers seldom find they're burdened with a shortage of data. Rather, the difficulty is assimilating, compiling, and analyzing this wealth of information to make informed, timely business decisions on a day-to-day basis. With Tyler's Enterprise Resource Planning (ERP) solution, the City of Yuba City will be able to take the first step in implementing an off-the-shelf, scalable solution that can be tailored to fit your specific needs and requirements. Tyler is uniquely positioned to offer the city our industry-leading fully integrated Enterprise ERP solutions to meet the entire scope of the requirements requested.

Why Partner with Tyler?

Tyler has been providing software to municipalities in California and throughout the Country for more than 35 years. What's more, our software solutions have undergone numerous revisions over this time—yet as a Tyler client you will never have to pay for an upgrade and will be provided with a continuous improvement initiative that includes training and consulting to ensure you get the most from your investment. This is what Tyler calls our Evergreen and EverGuide™ Philosophies. This approach, combined with our public sector focus, proven history of success, easy-to-use feature-rich software, and role-tailored security, ensures the City of Yuba City will enjoy the best return on investment available.

Tyler Technologies is the leading provider of integrated software systems and information technology services for the Public Sector. Tyler's ERP solution is currently being used in over 2,000 Public Sector entities across the US and is our flagship offering for Municipal Governments. We have been very busy growing our client base over the last several decades, especially in the State of California. Below are just a few of the partners we have in the State; ***Tyler's Enterprise ERP is now installed in over One Hundred Seventy (170) sites across the State.***

Tyler's proven success in local government, our understanding of your needs and requirements, and our ability to deliver industry-leading software and services in a timely manner and within budget, distinguishes Tyler's ERP and related productivity solutions as a clear choice for the City of Yuba City. We believe that our comprehensive Tyler ERP suite, designed to fully integrate and provide seamless functionality, is the best option to meet the City's goals today and well into the future.

- ✓ **A fully integrated ERP** solution, so your users can consolidate budget, procurement, payroll, human resources, and general ledger/financial information, and decrease information silos, duplicate data entry and disparate systems. Tyler's ERP's integrated modules seamlessly share information in real time, allowing users to transition from one area to another and follow the trail of transactions throughout the system.

- ✓ Easy and user-friendly access to information through the **Tyler Hub Dashboard** provides users of all levels, from data entry clerks to your high-level decision makers, with direct access to pertinent, up-to-date information relevant to each user's position in the organization. Dashboards are user configurable, and templates are available centrally to facilitate deployment and maintenance.
- ✓ Built-in, configurable electronic **workflow** that will allow the City to design electronic approval routing through the system, linking back to electronic documentation stored in **Content Manager**, the fully integrated Content Management solution built-in to the Tyler ERP solution.
- ✓ **Accessibility and transparency**, providing intuitive, easy-to-use tools to a user base that consistently demands better control over their information. With productivity tools such as **Enterprise Analytics and Reporting with Executive Insights**, your users can complete tasks and access decision-supporting information any time, and from anywhere—and your citizens have immediate access to the financial and personal data you need them to see. From accessible HTML5 and responsive design technology, to convenient Web access and dynamic mobile applications, Tyler ERP enables staff, citizens, and stakeholders to interact with the city in an easier and more productive manner than ever before.
- ✓ **Reporting solutions** that range from hundreds of pre-designed reports—many with a variety of reporting options designed for quick and easy standard data review—to data analysis, each is tailored to different aspects and levels of your ERP users. Tyler ERP reporting options also provide programming features so you can extend and customize your reporting functionality. Utilizing Microsoft® SQL Server® Reporting Services (SSRS), it's now possible for your system or report administrator to design interactive, tabular, graphical, ad hoc, and free-form reports from a variety of data sources. Designed for use with Microsoft SQL Server, the City of Yuba City can create these custom reports using powerful wizards and built-in features and functionality. When you add charts, drill downs, parameters, and hyperlinks your reports are immediately transformed into interactive documents or Web content. To top it all off, analysis tools such as field highlighting, running totals, and sorting let you examine trends, expose relationships, and zero in on key performance metrics.
- ✓ A rich internal, as well as third-party, **integration/interface** solution—because Tyler is committed to providing our clients with the most comprehensive, versatile, and easy-to-use solutions possible. As part of this commitment, Tyler's ERP solution includes numerous integration points. This means your staff benefits from the use of standardized, time-tested integration points that are readily available and already used by thousands of Tyler ERP clients. Tyler has heavily embraced web services as the future of application architecture and integration with other applications using industry standards. Tyler ERP includes a robust and growing library of APIs and can leverage them for real time integration with third party systems interfaces.

Your Investment

Investment in the growth of software companies is paramount to success—for both the company and the clients it serves. Tyler recognizes this and embraces an integral philosophy that promotes sound Research and Development that includes client-centric usability; prudent, leading-edge technology; sound business practices; and a focus on the unique requirements and needs of our clients in the public sector. And Tyler understands that public sector offices advance and acquire technology in different ways and at different rates. With more than 40,000 clients, Tyler has worked with agencies in all phases of automation, from paper-based manual processes to advanced digital analytics and paperless efficiencies.

And while the Tyler ERP functionality is key to your overall solution, Tyler understands that it takes much more than software to achieve a successful implementation. With this in mind, we have proposed a project strategy that is founded on several key principles.

Implementation Methodology

Tyler's Implementation Methodology is based on our 30+ years of continuous adjustments based on feedback and lessons learned from thousands of public sector clients just like the City of Yuba City to improve the process and develop tools and technologies to make implementation more intuitive and effective. The Tyler ERP software modules and services proposed are based on our thorough review of the RFP, and interpretations of the City's vision and expectations for a partnership with a new ERP provider.

California Qualifications

Tyler also has a long history of working with California clients. In fact, the Tyler ERP is currently used by more than one-hundred seventy (170) California organizations already. And as part of that ongoing commitment, you'll enjoy ***dedicated California Tyler ERP User Group, a State Reporting department dedicated to California, and regional and local implementation and support resources***—ensuring the City of Yuba City receives the support and attention needed for a successful, perpetual partnership.

In Summary

As your primary vendor for the City's ERP solution, Tyler is pleased to offer the City of Yuba City, the Tyler ERP software and services solution which brings to the city the following:

- An industry-leading local government-specific solution with a proven track record in software design, implementation, and support
- A strong focus on bringing repeatable success to local government entities like the City of Yuba City
- A highly functional software solution designed to meet the unique requirements and challenges of our clients across the U.S.
- An Evergreen and everGuide practice that keeps our clients successful with ongoing and perpetual upgrades, training, guidance, and user group participation.

We are confident a partnership between the City of Yuba City and Tyler Technologies will provide the city with the most fiscally prudent and functionally effective software solution available—with the products, tools, services, and partnership you need to keep the city on track, on budget, and on point. The City of Laguna Beach's partnership with Tyler will enable you to chart the path of robust, efficient, easy-to-use technology benefitting all City stakeholders now, and for decades to come.

Section 2 Company Background

Section 2 – Company Background

This section of the proposal should identify the following:

2.1 – A brief description of the Proposer's background.

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 12,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

2.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Property & Recording, ERP, Civic Services, Health & Human Services, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

2.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Property & Recording, Civic Services, Courts & Justice, Data & Insights, ERP, Health & Human Services, Public Safety, and Schools
- Headquartered in Plano, Texas, with 68 office locations across the U.S., Manila, and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 37,000 successful installations across 12,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.85 billion (2022)
- Reinvestment of \$123M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

2.3 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler’s most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

2.4 Our Experience

Tyler Technologies’ solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler’s vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

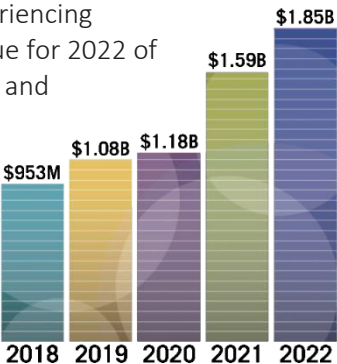
2.2 – Identify the location of headquarters, technical support, and field offices and the location of the office that would service the City.

Tyler is headquartered in Plano, TX. Technical support for EERP is located Maine. For a complete listing of Tyler office locations, please visit [About Us: Tyler Technologies' Office Locations](#)

2.3 – Identify Proposer’s annual company revenues and profit for the last three fiscal years.
The Background section should not exceed two (2) pages.

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 41 consecutive quarters of profitability, and a total revenue for 2022 of \$1.85 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



Section 3 Company Qualifications

Section 3 – Company Qualifications

In this section, Proposers should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

3.1 – Describe the Proposer’s familiarity with public sector ERP systems and associated business processes, and experience with the requirements of municipalities.

3.1 Public Sector Focus

Tyler’s business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

Tyler’s expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.

- Consulting
- Conversion
- Customization
- Training
- Live ongoing support
- Network management

3.2 – Identify the Proposer’s client base including the number of existing clients using the version/release of the software being proposed. Specifically identify experience with similar sized California municipalities.

The Company Qualifications section should not exceed two (2) pages.

With more than 2,000 Munis clients nationally, Tyler Technologies continues to help public-sector agencies by providing solutions and services that streamline business processes, increase efficiency, and minimize the risks that are inherent in complex Implementations of new business services solutions. We’ve experienced some great success with implementations in Arizona with our total client installations in the state at just shy of 30 sites. In Arizona specifically there is 1 other site similar size and scope to that of the City of Scottsdale. However, nationally, there are roughly 25 sites similar size and scope to the City of Scottsdale that we have implemented.

Section 4 References

Section 4 - References

Proposers must provide at least five (5) references with at least three (3) of the references for systems that have been implemented in the last five years. The City prefers references from California municipalities of similar size and complexity to the City. For each reference, Proposer must provide the following information:

4.1 - Name and contact information (i.e. name, title, address, direct phone, and email)

4.2 - Brief project description, including identifying the software version, modules, and interfaces implemented

4.3 - Implementation timeline, Go Live date, and budgetary cost vs. actual cost

The References section should not exceed five (5) pages.

Tyler Technologies continues to help public sector/ local government agencies by providing solutions and services that can streamline business processes, increase efficiency, and minimize the risks that are inherent in complex Implementations of new business Enterprise Resource Planning (ERP) solutions. We have been very busy in the State of California over the past several years. ***We now have over 170 Munis clients in the State.***

Tyler's Munis Enterprise Resource Planning (ERP) solutions have been selected by several of your peers and all of these sites are in some phase of the implementation process now:

Here is a list of some of the latest CA clients from 2021, 2022 and 2023:

- City of Laguna Beach, CA
- City of La Habra, CA
- City of Los Altos, CA
- City of Glendora, CA
- City of Livermore, CA
- City of Port Hueneme,
- City of Fresno, CA
- City of Vernon, CA
- City of San Juan Capistrano, CA
- City of Fullerton, CA
- City of Lemoore, CA
- City of Temecula, CA
- Yuba County, CA
- City of Oroville, CA
- City of Woodland, CA
- City of Morgan Hill, CA
- City of Lancaster, CA
- City of Lincoln, CA
- San Diego Association of Governments, CA
- Town of Los Gatos, CA
- City of Huntington Park, CA

Meaning...

You're Not Alone

Tyler Technologies hosted over 75 remote local Munis User Groups across the Country in 2022 and the two California groups were the most widely attended across the Nation. In California, we offer two local user group meetings every year: one for our northern clients and one for our clients in Southern California. These groups are a great way for Tyler clients to interact with peers, ask questions, find out what's new within Tyler, earn CPA credits for attending and for new clients, this is a great way to understand other sites "lessons learned" who have gone through the Tyler implementation process...You're not on an island with Tyler Technologies - you're not alone.

Because of Tyler's success, not only in California, but across the Country, and because 100% of our company's efforts are focused on the Public-Sector, we have the ability and the resources to be more client focused. Over the several decades, these types of user groups have been instrumental in being one of the main conduits to our development group. We have taken on development projects such as adding additional Excel cubes for end-user reporting, adding additional API's, revamped the Enterprise ERP/Munis accounts receivables/ general billing suites, and we added budget-based water rates specifically for California Municipalities within our Tyler ERP utility billing suite – Also, based on specific conversations during this past year's CA user group meeting, we have enhanced the FLSA and retro-pay capabilities with our ERP to make these processes more user friendly while at the same time adhering to the rules and regulations outlined by the State of California...With our Evergreen Development approach, all these enhancements, all these new features, new functionalities, are all available to the entire Tyler/ Munis client base.

Customer name:	City of Fresno, CA
Customer contact:	Dennis Jones, Systems & Applications Manager
Customer phone number:	559-621-7117
Customer E-mail address	dennis.jones@fresno.gov
The City of Fresno purchased Tyler's Munis/Enterprise ERP solution in 2021. The city is implementing with a phased approach, Financials first and then Payroll/HCM. The City of Fresno went live on Financials July of 2022. They will be going live on HCM early 2024.	

Customer name:	City of Pleasanton, CA
Customer contact:	Rebecca Peixoto-Perry, ERP Project Manager
Customer phone number:	925-931-5413
Customer E-mail address	bperry@cityofpleasantonca.gov
The City of Pleasanton purchased Tyler's Munis/Enterprise ERP solution in 2015. They implemented in 3 phases with Financials first and then Payroll/Human Capital Management and Utility Billing/Tyler Cashiering in the last phase.	

Customer name:	City of Tracy, CA
Customer contact:	Robert Harmon, Finance & Budget Director
Customer phone number:	209-831-6828
Customer E-mail address	robert.harmon@ci.tracy.ca.us
System which Solution Replaced	Harris/Cayenta
Describe Nature of Project and Services Provided to This Client:	
The City of Tracy purchased Tyler's Munis/Enterprise ERP solution in 2014. They implemented in 3 phases with Financials first and then Payroll/Human Capital Management and Utility Billing/Tyler Cashiering in the last phase. Since their initial purchase, the city has added many modules including ExecuTime and Socrata Data/Insight.	

Customer name:	City of Simi Valley, CA
Customer contact:	Donna Price, Enterprise Systems Analyst
Customer phone number:	805-583-6327
Customer E-mail address	dprice@simivalley.org
Describe Nature of Project and Services Provided to This Client:	
The City of Simi Valley purchased Tyler's Munis/Enterprise ERP solution in 2015. They implemented in a phased approach with Financials first and then Payroll/Human Capital Management. The City's project with both phases lasted approximately 24 months. A few years after the City's initial investment with Tyler they extended our partnership and purchased Tyler's EnerGov solution.	

Customer name:	City of El Cajon, CA
Customer contact:	Sara Diaz, Director of IT
Customer phone number:	619-820-8345
Customer E-mail address	sdiaz@cityofelcajon.us
System which Solution Replaced	Central Square
Describe Nature of Project and Services Provided to This Client:	
The City of El Cajon purchased Tyler's Munis/Enterprise ERP solution in 2020. They implemented in a phased approach with Financials first and then Payroll/Human Capital Management. The City's project with both phases lasted approximately 24 months. Prior to implementing Munis, the City was already a Tyler customer with our EnerGov product which they purchased in 2018.	

Customer name:	Napa County
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Customer contact:	Tracy Schulze, County Auditor
Customer phone number:	707-299-1733
Customer E-mail address	tracy.schulze@countyofnapa.org
Napa County replaced Oracle in 2020 with Enterprise ERP (powered by Munis). The County implemented in a phased approach with Financials in phase 1, going live late 2021, and Payroll/Human Capital Management, Time Entry in phase 2.	

Customer name:	Yuba County
Customer contact:	Richard Eberle, County Auditor
Customer phone number:	503-749-7810
Customer E-mail address	reberle@co.yuba.ca.us
Yuba County started with Tyler's EnerGov land mgmt. solutions and added Enterprise ERP in early 2021. The County purchased Tyler's Enterprise ERP Financials solution.	

Section 5 Proposed Solution

Section 5 - Proposed Solution

In this section, Proposers should describe their solution by providing the following:

5.1 Solution Details

5.1 – Solution Details

Name and origin of solution

Tyler's EERP software solution is developed by Tyler Technologies.

Release history and current release being proposed

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly. EERP release 2023.x is being proposed.

Proposed modules with detailed information regarding their functionality

Please see Tyler's Investment Summary for proposed modules.

Mobile capabilities of the proposed modules

Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

Enterprise ERP

Enterprise ERP Application Suite

All Enterprise ERP applications are HTML5 web-based solutions, providing end user access from any modern device.

Requirements

Software: Enterprise ERP version 2018.1+

Supported Platforms: All major platforms with HTML5 browser support¹²

Community Access

Tyler's Community Access programs offer a direct interface to ERP data specific for Employees (maintain benefits, time off, expense reports, etc.), Citizens (pay utility, personal property tax, real estate tax, and motor vehicle bills, apply for permits and inspections, submit non-emergency requests, etc.), and Vendors (access 1099s, W-2s, AP checks, invoices, purchase orders, bids, etc.). All Community access programs are supported from nearly every web browser including those found on iPad and Windows tablets.

Requirements

Software: Employee

Supported Platforms: All major platforms¹

Employee Self Service

Employee Self Service provides a portal for employees that can be accessed from anywhere, anytime. Employees can easily monitor and maintain personal and employment information including paid time-off accruals and requests, pay history, W2 information, and more. Managers can view their employee requests and approve them easily within the app. Human resource representatives are also freed to spend more time acting in a consultant role, rather than administrative, while employees have instant access to the answers they need.

Requirements

Software: Enterprise ERP version 11.1+ with Employee Self Service

Supported Platforms: Android, iPhone

Workflow Actions via Email

Need to approve an emergency requisition while you are out of the office? Now you can act on any workflow item directly from your email on your mobile device.

Requirements

Software: Enterprise ERP version 9.0+

Supported Platforms: All major platforms¹

My Work Mobile

My Work Mobile provides staff real-time access to workflow actions and allows users to complete workflow tasks right from their mobile devices. With alerts, notifications, and workflow review on your phone or tablet, My Work gives the manager on the go the ability to review, approve, reject, or forward work to another employee. Keep the office work flowing from wherever you are.

Requirements

Software: Enterprise ERP version 10.3+

Supported Platforms: Android smartphone, iPhone, Windows 10 tablet

Identification of use of subcontractors and/or third-party application providers including:

o Company background

o Scope of work to be performed

o Experience and references specific to scope of work to be performed

o Identification of where Proposer and subcontractor and/or third-party application provider has successfully worked together in the past

o Description of how Proposer will manage any subcontractor and/or third-party application provider to ensure successful delivery of subcontractor and/or thirdparty application provider scope of work

Not Applicable

5.2 Application Integration/Interface

5.2 – Application Integration/Interface

☐ Required integration/interfaces are identified in Appendix A - Technical. Please describe the following for each integration/interface:

o Proposer's integration/interface solution [web services, Application Programming Interfaces (APIs), etc.]

Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors.

Tyler Integrated Solutions

Tyler's family of ERP and Civic solutions provide robust, native integration, eliminating the need to manage third-party interfaces and integrations entirely. This includes **Enterprise Permitting & Licensing**, **Enterprise ERP**, **Enterprise Asset Management**, **Cashiering** and **Payments** for point-of-sale and online payment processing, **Content Manager's** streamlined access to records and documents, and **Enterprise Service Request Access** to manage non-emergency inquiries, incident reporting, complaints, and service requests.

File-based integration

Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing.

Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time.

Productivity Software Support

Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications.

Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail.

‘Plug-and-Play’ Application Support

Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

API Catalog

API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications.

API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems.

The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.

The API Developer Portal features include:

- Simplified, structured API documentation
- Industry standard OpenAPI 3.0 interface
- Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios.
- Data models and examples for each resource
- Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data
- Real-time validation
- Standard HTTP status codes
- Documentation to aid in identifying and understanding normal resources used to complete a given integration.

o Data availability/transfer (real-time, nightly, etc.)

Data is accessible through browser-based Tyler applications, many of which include the ability to export data to a variety of formats including Excel, Word, PDF, XML, and CSV. Data is also accessible from most applications through a hosted ad-hoc reporting environment, RESTful APIs, integrated bulk export applications, and read-only database access.

All key transactions are performed in real-time unless otherwise noted. The only batch processing that takes place are for reports or select process that are proactively scheduled.

o How Proposer will ensure data security

Information Security is important to Tyler Technologies and to every agency and jurisdiction we serve. We encourage agencies considering a cloud solution to evaluate their providers and the security measures they have in place. Important considerations include compliance standards, layers of network security, adherence to best practices and qualified staff.

Tyler Technologies, Inc. maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to:

- The size, scope, and type of Tyler's business.
- The type of information that Tyler will store.
- The need for security and confidentiality of such information.

Administrative Controls

Organizational Security Controls

Internal Organizational Structure

Tyler Technologies has an organizational structure that establishes delegation of authority. Jobs have been defined within the organizational structure, which provides for segregation of duties.

IT Department Oversight

The IT department has a management structure that provides for oversight and monitoring of activities. The director of IT Infrastructure is responsible for oversight of the corporate network and reports to the chief information officer (CIO). An information security plan (ISP) has been established to help govern the protection of client information and is available to all Tyler employees. Execution of the ISP is overseen by a fulltime security staff who monitors execution of security controls, conducts risk assessments, and stays apprised of evolving threats.

Hiring and Orientation Practices

Tyler follows a standard recruiting process when hiring new employees. Job opportunities are communicated internally through email, as well as externally through third-party job search sites. Prior to hire, criminal, and motor vehicle background checks as well as FBI fingerprint checks, as applicable, are performed. A new-hire checklist is used during the on-boarding process to help ensure required tasks are performed.

Orientation is conducted for new employees in person or via the phone. Additionally, new employees are invited to attend Tyler Days, a more in-depth orientation focusing on the company and the specific departments in that division.

A member of the HR department notifies the IT department when a new employee is hired to provision the user's corporate network access. A username and password are required to access the corporate network. Employee access to the corporate network resources and confidential information on the network is limited to active employees based on their job functions. Access is removed upon notification of termination from the HR department.

Corporate network administrative-level access is limited to employees that require access to perform their job functions. Corporate network user access reviews are performed monthly.

Identity and Access Management

Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler complements these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

Employee Handbook

An employee handbook documents company policies. The employee handbook is reviewed by the Human Resources (HR) department and updated at regular intervals. Employees are required to sign an employee handbook acknowledgement, which includes security policies, upon hire. Employees are required to sign a confidentiality/non-disclosure agreement upon hire.

Termination Practices

Employee termination procedures exist to help ensure required tasks are performed. Managers are responsible for contacting the HR department to inform them of an employee termination. Upon notification, the HR department will create an information technology (IT) ticket to inform the responsible parties to disable the employee's access, and a termination notice email is sent to a distribution group. When appropriate, the HR department conducts an exit interview with the terminated employee.

Employee Training and Meetings

Tyler provides management with ongoing training. Division-wide meetings are held regularly for each division of Tyler to communicate company-wide policies and updates as well as division specific content.

Cloud Solutions Operations department meetings are held on a quarterly basis to discuss changes, updates on status of projects, and relevant topics that may have an impact on Cloud Solutions clients. Additionally, team meetings are held weekly for the management team within the Cloud Solutions Operations department to discuss ongoing issues and events.

Employees are required to complete security awareness training on a regular basis. This training highlights Tyler's security policies. It also covers recommended security best practices regarding topics such as phishing, social engineering, malware, and confidential data handling.

Regulatory Compliance & Certifications

Tyler Cloud Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications.

More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler's SOC Report can be found at: <https://www.tylertech.com/about-us/compliance>

Incident Response

To effectively protect Tyler's business and the client data in our care, a Security Incident Response Procedure is in place, defines employee responsibilities, and is available to all employees. Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to customers, conforms to applicable state and federal law.

Design, implementation, and maintenance of the IRP are the responsibility of Tyler's Information Security Office. The IRP establishes procedures for responding to and reporting of security incidents. A Post Incident Review is conducted once a threat has been successfully eliminated. The Incident Response Plan is tested no less than annually.

Tyler regularly monitors the networks, systems, environments, and applications within its control. As part of that monitoring, if Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information.

Further information regarding Tyler's incident response plan can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

Secure Software Development Life Cycle

Tyler employs an enterprise Secure Software Development Life Cycle (SDLC) dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise-level dynamic and static security scanning tools as part of our software development lifecycle. In addition to scanning tools, Tyler's application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework.

Vulnerability Disclosure Program

Tyler has an enterprise-wide vulnerability disclosure program which includes Tyler products in its scope. Tyler makes available a communication channel for clients, partners, and the security community to report vulnerabilities in our products.

Tyler's Enterprise Application Security Team is responsible for triaging and managing product related vulnerability reports. This process involves confirming the vulnerability exists, assigning risk and impact, working with development on a fix, testing the fix, releasing the fix, and communicating the fix to clients.

Technical Controls

Dedicated Datasets

Tyler's cloud infrastructure, platforms, and resources are multi-tenant, shared by multiple clients, however each client is provided with their own dedicated datasets. This complete data segregation adds an additional layer of security between environments.

Data Encryption

Transport Layer Security (TLS) encryption protects communication with Tyler applications, including end-user access through TLS-protected HTTPS. This widely adopted protocol secures sensitive data by preventing reading or modifying information transferred.

Tyler solutions run on AWS storage services, including Elastic Block Store (EBS) and Amazon Simple Storage Service (S3). The use of server-side encryption with AWS Key Management Service (AWS KMS) keys is used to encrypt at-rest data. This encryption is known as SSE-KMS. SSE-KMS uses one of the strongest block ciphers available to encrypt your data, 256-bit Advanced Encryption Standard (AES-256).

Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network.

Network Security

Tyler's dedicated Network Operations Center (NOC) provides 24x7 utilization and network activity monitoring of all cloud solutions. Tyler employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Safeguards include Amazon Inspector automated vulnerability management, Amazon GuardDuty continuous threat detection, and AWS Shield distributed denial of service (DDoS) protection.

Application Authentication

Identity Workforce is a zero-trust, cloud Identity-as-a-Service (IDaaS) solution for Tyler's back-office applications. Built on Okta, the industry leader in identity management, Identity Workforce enables secure, cloud-based authentication for all users, regardless of location, device, or network.

Identity Workforce supports federation with industry standard identity providers (IdP's) providing clients with seamless, single sign-on across all Tyler back-office solutions. This also enables clients to use their own login and password policies, including the use of multifactor authentication for enhanced identity verification. The Tyler Identity User Store can be used to create and manage accounts that do not exist in the client's IdP, such as contractors or seasonal staff, or clients without a supported IdP.

The following identity providers (IdP's) are currently supported for use with Identity Workforce: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Support for additional IdP's may require additional costs, available upon request.

Identity Community is Tyler's authentication framework for community users external to an organization, such as vendors, businesses, and residents. Identity Community supports self-service account creation and management using an email or social identity providers, such as Google, Apple, Microsoft, and Facebook. End-users can optionally enable multifactor authentication through any of these options.

Application Authorization

Tyler solutions employ a comprehensive Role Based Access Control (RBAC) security model to facilitate end-user access to applications, processes, and data. Roles can be tailored to offer a flexible level of access control within each Tyler solution. Access can be granted by solution, process, record – including read, update, and delete access – and field. Role permissions can span multiple modules within a solution providing streamlined administration for users who “wear multiple hats”. If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

User and role administration is performed using easy-to-use, integrated applications, requiring very little technical expertise. In fact, while security can be centrally administered by a single department such as an organizations IT department, clients can also decentralize security by application module. Decentralizing security administration to subject matter experts such as a department head puts those most familiar an organizations' processes in control of ensuring appropriate access control is adhered to.

Physical Controls

Data Center Controls

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some frequently asked questions about data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator

equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.

- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.
- **Storage Device Decommissioning** – As part of AWS's storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

The [AWS Security Center](#) provides up-to-date information on AWS audits by independent third-party auditors.

Tyler Office Access

Access to Tyler offices and facilities requires a key card. Key cards are issued to active employees and authorized vendors. Upon notice of termination, facility access is removed. A visitor log is maintained to track visitor's access to the facility.

Confidential Destruction

Waste from Tyler offices containing confidential data is placed in locked shredding bins and destroyed by a third-party company.

o The involvement, if any, that is required from the owners of the applications to be integrated/interfaced to the ERP

Interface validation with third-party solutions is the responsibility of the client and their respective third-party system, unless contracted with Tyler otherwise. Dedicated testing environments and API developer portal built on swagger UI is included with Tyler application APIs. Testing API's will allow for standard HTTP return status codes. Tyler solutions rely on application-based audits and logs for any database transactional hits.

Tyler is a partner and reseller of SnapLogic, one of the industry leading Integration Platform-as-a-Service (iPaaS). SnapLogic includes a library of out-of-the-box integrations with popular third-party solutions, including Tyler API's. SnapLogic provides a number of additional tools and utilities for all phases of interface development, testing, and management.

o If Proposer has previous experience developing/implementing the relevant integration/interface

Yes, and Tyler provides front-line support for select interfaces to third-party products. It is typically the customers responsibility to facilitate communication between Tyler and the third-party vendor. Interface support depends on the customer maintaining an active support agreement with the identified third-party

system as well as a current version actively supported by the manufacturer/developer of the product installed. Interfaces using Tyler APIs must be developed and managed by the client.

5.3 Data Storage and Backup

5.3 – Data Storage and Backup

Describe approach to data storage

Tyler solutions run on AWS storage services, including Elastic Block Store (EBS) and Amazon Simple Storage Service (S3). Tyler's standard SaaS service includes unlimited data storage for all applications except Content Manager (CM). CM storage is limited to 1TB and is typically enough for CM Core deployments. Additional storage for CM can be purchased for an annual fee of \$5,000 per TB. Integrated purge and retention tools are fully available to help manage CM content.

All production data is backed up automatically and retained based on the following application-specific retention policies:

Enterprise Permitting & Licensing, Time & Attendance, Enterprise ERP, Enterprise Asset Management

Daily: 7-days

Weekly: 5-weeks

Monthly: 12-months

Content Manager

Daily: 7-days

Describe data backup process

As part of Tyler's defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network.

Backups are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only.

Describe the network bandwidth required between the City and hosting facilities

Bandwidth usage can vary depending on application user type and daily functions; however, Tyler recommends 30 Kbps per concurrent user session for bandwidth utilization estimates

Describe what options are available for dedicated bandwidth (if available)

Not available.

Describe scalability options for computing power (CPU, RAM, and storage)

Tyler provides fully scalable solutions to meet the requirements of all organizations, regardless of size, and can grow to meet increasing demands. Tyler's applications perform well on modest networks with a handful of users—or on large, distributed networks with hundreds of users. Tyler applications have features to ensure large organizations run effectively. And smaller clients don't outgrow Tyler solutions—they easily expand to meet clients changing needs.

Tyler applications are based on an n-tier architecture and can scale both vertically or horizontally; eliminating limitations for user growth. Additional user count licensing and disk space allocation can be increased as required.

Based on client feedback and experience, internal testing, and providing SaaS to our clients; Tyler has learned to tailor our solution deployments and infrastructure specific to a client's size and needs.

☐ Indicate hosting provider (e.g. Azure, Amazon Web Services, etc.)

Tyler's subscription-based cloud applications run on AWS, the world's most comprehensive and broadly adopted cloud platform. Applications are available securely from any internet connection, anywhere, anytime. Tyler Technologies manages all client cloud operations, including application upgrades and platform administration, providing clients with a single point of contact for all software and hosting needs.

Clients receive clear and concise documentation, defining all aspects of the relationship including contract (commitment to partner) and service level agreement (measurable expectations of availability).

Features

Tyler SaaS solutions eliminate heavy up-front and unpredictable ongoing on-premises infrastructure fees. Many administration tasks are offloaded to Tyler support staff, allowing client IT staff to focus on other mission critical initiatives. Services include:

- **System Administration.** Tyler performs routine administrative tasks to provide application access at industry standard performance levels. This includes the installation, upgrade, support, and maintenance of the Tyler applications, platforms, and infrastructure. Tyler's dedicated Network Operations Center (NOC) provides 24x7 performance and security monitoring of all cloud solutions.
- **Enhanced Security Controls.** Tyler employs security controls through compliance standards, layers of network security, adherence to best practices, and qualified staff. All client data is secured and protected both in-transit and at-rest data using industry standard encryption protocols. Annual assurance audits include Service Organization Controls (SOC) 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment processing applications.
- **Streamlined Account Management.** Tyler solutions include zero-trust identity management built on technology from Okta, the industry leader in identity management. Support for industry standard identity providers (IdP's) such as Microsoft Azure AD and Google Cloud Identity provides clients with seamless, single sign-on to Tyler back-office solutions. This also enables clients to use their own login and password policies, including the use of multifactor authentication for enhanced identity verification.
- **Business Continuity & Disaster Recovery.** Tyler solutions run on AWS, built to guard against outages and incidents, minimizing impact on customers and the continuity of services. Solutions and data are replicated across multiple AWS Availability Zones, connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Client data is backed up and retained using a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use and encrypted using FIPS140-2 and FIPS140-3 standards.

Benefits

- **Reduce IT workload:** IT resources are freed up to enable work on more strategic initiatives.
- **Eliminate server acquisitions and maintenance costs:** Costly hardware purchases, upgrades, and maintenance are avoided.

- Easy budgeting: Tyler's SaaS subscription is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Subscribing dramatically lowers initial costs and provides consistent ongoing costs that can be easily budgeted for the duration of the agreement.
- No secondary operational fees: Maintenance, support, and hosting fees are included.
- Expandable: Additional Tyler solutions applications are easily added, as needed. saas
- 24/7/365: Tyler provides round-the-clock, on-call coverage for critical outages.

5.4 Data Access and Security

5.4 – Data Access and Security

Describe how data access (functional vs. data roles) is managed

Tyler applications feature a comprehensive Role Based Access Control (RBAC) security model for centrally granting access to the system across all application modules. Based on the standards written by the National Institute of Standards and Technology, RBAC facilitates the management of application access through groups of permissions—roles—and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Administrators create and customize an unlimited number of roles, consisting of permissions and parameters. Users are added to the system manually, imported from Active Directory, or for clients with Enterprise ERP Human Resources Management, imported from the employee record. Finally, any number of roles can be assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Traditionally, application security is centrally administered by a site's IT department. While this is still possible with Tyler, a unique and useful feature commonly employed by clients, is to decentralize security administration by application module to specific users or groups of users. This ensures those most familiar with the processes and records of a specific module are responsible for maintaining appropriate security rather than those in IT who may be less familiar.

Roles can be customized to offer an extremely flexible level of access control to all aspects of the solution. This includes product, module, and menu item access (i.e., applications users can open), functional access (i.e., actions users can perform), and record and field level access (i.e., data users can access). Role permissions can also span multiple modules providing easy administration for those individuals who may “wear multiple hats”. If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted.

No role or user has access to a function or data unless explicitly assigned through a security role. When role permissions are changed, those changes are immediately applied to all users the role is assigned to. In addition, effective dates can also be applied to any role assigned to a user. This is extremely useful for times when a user may be filling in for another user during a known period. Rather than manually adding / removing roles to a user, an administrator can set effective start and end dates when the role permissions will automatically be applied and revoked. Finally, administrators can also choose to synchronize role assignments based on Active Directory security group membership, automating security administration entirely.

The result for clients is greater overall security, reduced IT administration costs and enhanced workflow. The RBAC security approach and unique ability to decentralize administration streamlines the process of adding new users and maintaining access, saving users valuable time.

Describe the environment (single or multi-tenant)

Tyler's cloud infrastructure, platforms, and resources are multi-tenant, shared by multiple clients, however each client is provided with their own dedicated datasets. This complete data segregation adds an additional layer of security between environments.

If a multi-tenant environment, describe how is the data segregated

Refer to previous response.

If a multi-tenant environment, describe how is security managed

Refer to previous response.

5.5 Business Continuity and Disaster Recovery

5.5 – Business Continuity and Disaster Recovery

Describe approach to business continuity and disaster recovery

Tyler solutions run on Amazon Web Service (AWS) state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud.

AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: <https://aws.amazon.com/compliance/uptimeinstitute/>

As part of Tyler's defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only.

Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler's business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler's business continuity plan can be found in Tyler's most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

5.6 Service Level Agreements

5.6 – Service Level Agreements (SLA's)

Describe supported SLA options (e.g. reliability, availability, performance, issue resolution, system response time, etc.)

Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions.

If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA.

For more details, refer to the included sample Service Level Agreement Contract in Section 9.

5.7 Transition

5.7 – Transition

Describe proposed exit strategy at end of contract (contract transition)

Upon termination or expiration of the SaaS contract, all application access is revoked. Clients are provided with a secure download of backups for all production databases in the native format they are currently hosted in. All client data is deleted from production environments 30 days following end of contract. Backup data is removed as defined by application specific retention schedule.

5.8 Response to Appendix A - Requirements

5.8 – Response to Appendix A – Requirements:

☐ The City will provide a copy of RFP Appendix A in MS Word. To address this section, Proposers should use that file to address each requirement in Appendix A. Please see Appendix A for additional instructions.

The Proposed Solution section should not exceed fifteen (20) pages, excluding the response to 5.8 – Response to Appendix A – Requirements.

NOTES AND ASSUMPTIONS

Tyler Reporting Services

Wherever Tyler Technologies, Inc. has responded affirmatively to certain functional checklist questions/requirements/specifications as requiring the use of Tyler Reporting Services, (SSRS), the City of Yuba City is solely responsible for development of the necessary/required report(s), unless specifically indicated otherwise.

Interfaces / Customizations

Interface requirements agreed to by Tyler within this response will depend on the customer maintaining an active support agreement with the identified third-party system as well as a current version actively supported by the manufacturer/developer of the product installed.

Custom Modifications

Custom modifications, if quoted with a specific dollar value, are priced based upon the total proposed software package and the requirements set forth in the RFP. To the extent system components and/or requirements change, pricing for custom modifications may also change. If a custom modification is identified without a price, that identification is provided as an alert that the functionality is not available “out of the box,” and additional information is required from the customer before Tyler can price the modification. During the contract negotiation process, Tyler expects to work with the customer to identify the custom modifications that will be considered within the project scope, and to finalize the associated price. Those modifications will be delivered during the project on the schedule the parties mutually agree to during the contracting and/or project planning process(es). Any custom modifications that the customer requests post-contracting will be subject to an amendment or change order, which will address at least the pricing and schedule impacts of adding the subject modification to the original project scope and schedule.

Future Functionality

Future Functionality, when and if provided, will be released on the same timeline as the functionality is made generally available to customers under a maintenance agreement with Tyler. If a customer requires that such functionality be committed to within the contract, the functionality will be treated as a custom modification, payable by the customer.

Please reference the following pages.

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Introduction

As stated in RFP Section 4.2, Proposers must use this document to respond to the ERP requirements included herein.

Proposers must respond to all of the requirements. Proposers must respond to each of these requirements with one of the following response codes:

- Y – Meets Requirement
- N – Does Not Meet Requirement
- F – Planned for future release
- W/C – Workaround Proposed or Customization Needed to Meet Requirement
- T – Third-Party Solution to Meet Requirement

Note that response codes “Y” and “N” do not require written responses.

However, the other response codes “F,” “W/C,” and “T” do require written responses. For these codes, Proposers must describe how the requirement will be met in the “Response/Comment” column. For response code “F,” Proposers must provide a statement indicating the release number and date as to when the release is scheduled to occur. For response code “W/C,” Proposers must provide a statement indicating when any customization will be completed. For response code “T,” Proposers must describe the third-party solution, who is to support the implementation of it, and how and by whom the interface will be completed.

Some requirements are marked “optional” (Budgeting, Recruiting, Onboarding and Performance Reviews), which means the City may or may not purchase them. Even though this is the case, proposers must respond to these requirements with the codes defined above, and ensure these requirements are accounted for in the Price Sheets. Note that while the costs for these need to be accounted for in the Pricing Sheets, since they are optional, they should be separate and not included in the total.

1 General

1.1 User Interface

#	Requirement	Response Code	Response/Comments
1.1.1	Provides a browser-based user interface	Y	
1.1.2	Supports mobile technologies (e.g. smartphones, tablets)	Y	
1.1.3	Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents	Y	
1.1.4	Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) modules and available in near real time (single-points of data entry) to eliminate re-keying of information	Y	
1.1.5	Provides organized screen layouts (dashboards) that can be modified and made unique by each user	Y	Via Hub
1.1.6	Provides shortcuts for frequently accessed processes, screens, reports, etc.	Y	
1.1.7	Provides search functions that reach across all applications and attachments	Y	May require SQL Server Reporting Services
1.1.8	Provides online help that is context sensitive and content appropriate with manuals also available for download	Y	
1.1.9	Provides auto population of fields based on entry of information in another field across all modules (i.e. entering a PO number will automatically fill in vendor information)	Y	Where available
1.1.10	Allows user to enter effective date of transactions throughout modules including future and past dates (based on defined security roles)	Y	Where applicable

1.2 Workflow

#	Requirement	Response Code	Response/Comments
1.2.1	Provides integrated workflow management including generation, routing, notification and approval or rejection of forms, reports, other documents and processes (e.g. payable processing, purchase order requisitions, GL transactions, HR transactions, time entry, payroll processing, budgeting, personnel action forms, etc.) for all modules	Y	
1.2.2	Supports rules-based workflow routing to multiple approvers that can be concurrent or consecutive with prioritization, alerts, and electronic signatures	Y	
1.2.3	Provides ability to establish multiple approval levels based on user-defined criteria (e.g. dollar amounts, types of items purchased, document types, etc.)	Y	
1.2.4	Allows out of office approval delegation	Y	
1.2.5	Integrates with the email system to assist in the notification/request of approvals, reject, corrections, and approval through/from email and mobile devices	Y	
1.2.6	Allows document attachment for review through all levels of workflow approval for all core modules	Y	Attachments via Content Manager
1.2.7	Provides rule-based alerts (including e-mail) for past-due workflow items	Y	
1.2.8	Provides user visibility of workflow queue for items within the system	Y	

1.3 Document Management

#	Requirement	Response Code	Response/Comments
1.3.1	Provides the ability to create, store, and retrieve electronic images (e.g. purchase orders, payroll checks, accounts payable invoices, etc.) that are attached to the appropriate transaction record for all modules	Y	Via Content Manager
1.3.2	Supports multiple media formats (e.g. audio, video, image, etc.) and file types (e.g. Excel, Word, PDF, etc.)	Y	Via Content Manager
1.3.3	Offers drill-down/drill across features for users to view documents associated with financial, payroll, and personnel transactions	Y	Via Content Manager
1.3.4	Supports document scanning and attachment and makes documents accessible throughout all modules (i.e. requisition, purchase order, packing slips, accounts payable, budget, onboarding, leave, etc.)	Y	Via Content Manager

1.4 Reporting and Analysis

#	Requirement	Response Code	Response/Comments
1.4.1	Provides a user-friendly inquiry and reporting tool that does not require specialized knowledge or training	Y	
1.4.2	Provides modeling tools to do 'what if' analysis and forecasting (i.e. analysis of revenue/expenditure trends and the ability to develop forecast projections)	Y	Via Budget scenarios program
1.4.3	Processes transactions in real-time and are immediately available for inquiry and reporting	Y	
1.4.4	Allows users to drilldown from reports and inquiries to source transaction	Y	

#	Requirement	Response Code	Response/Comments
1.4.5	Provides full integration with MS Excel for all modules (e.g. worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/formatting	Y	Formulas do not export to Excel in SQL Server Reporting Services, but formatting does
1.4.6	Provides the ability to copy and customize standard reports	Y	Standard SQL Server Reporting Services reports that are deployed with Munis can be copied, customized, and run from the native SQL Server Reporting Services web application. Standard/canned reports in Munis cannot be customized.
1.4.7	Provides the ability for reports to access data across all modules	Y	Via SQL Server Reporting Services
1.4.8	Provides the ability to create report notification groups and inform/alert groups when a new report is available	Y	EERP includes a Scheduler feature that provides this functionality
1.4.9	Provides the ability to choose a format when exporting a report (e.g. Excel, Adobe, flat file, delimited, etc.)	Y	
1.4.10	Provides the ability for a dashboard/scorecard to include, at a minimum, user defined metrics, key performance indicators (KPIs), reports, charts, etc.	Y	Via Hub
1.4.11	Provides the ability for reporting to be based on user security setting	Y	
1.4.12	Provides the ability to save and “publish” ad hoc reports for use by report author and others, and to generate these automatically at desired intervals	Y	May require SQL Server Reporting Services – reports can be attached via attachments in Content Manager, additionally EERP includes a Scheduler feature that provides interval generation functionality
1.4.13	Provides the ability to report/query on any field within an application	Y	May require SQL Server Reporting Services
1.4.14	Allows for multiple output options (e.g. display, print, email, etc.)	Y	
1.4.15	Provides the ability to automatically run scheduled reports for distribution to a group or individuals.	Y	EERP includes a Scheduler feature that provides this functionality

#	Requirement	Response Code	Response/Comments
1.4.16	Provides the ability to define report from/to dates, including dates across multiple fiscal years	Y	Some specific parameters may require SQL Server Reporting Services
1.4.17	Provides the ability to obtain summary level or detail level reports	Y	
1.4.18	Provides the ability to define sorting parameters for reports (i.e. by date, department, fund, etc.)	Y	Assumes use of existing sort parameters where applicable
1.4.19	Provides the ability to stay current with changes in State and Federal payroll reporting requirements	Y	Tyler will commit to providing all state and federal mandated reports or data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place.

2 Finance

2.1 General Ledger/Accounting

General

#	Requirement	Response Code	Response/Comments
2.1.1	Supports accrual, modified accrual, and cash accounting methods	Y	Enterprise ERP operates on a modified accrual basis of accounting. ACFR Statement Builder operates on a full accrual basis and can be used for reporting to show as cash based or full accrual.
2.1.2	Provides support for project accounting that crosses multiple fiscal years	Y	Via Project & Grant Accounting
2.1.3	Maintains accounts for transactions via elements such as fund, sub-fund, department, division, program, project, object, or any other element needed to meet the needs of the City	Y	EERP has a flexible chart of accounts structure that supports one fund (up to four characters), one object (up to six characters), one project (if applicable) (up to five characters), and up to seven configurable segments (up to 10 characters each) for a maximum account length of 45 alphanumeric characters across 10 segments.
2.1.4	Supports posting of transactions individually and/or in summary to the general ledger regardless of the transaction source ensuring each entry is balanced and auditable	Y	More information may be needed to confirm 'summary' posting requirements. Each journal entry is posted with detail information and includes any necessary balancing entries and are fully auditable.
2.1.5	Provides a message/warning if transactions are not balanced	Y	
2.1.6	Creates appropriate entries needed at the end of a period and for purposes of opening a new period (e.g. rolling forward account balances or reversing certain year end entries)	Y	
2.1.7	Provides the ability to add notes/comments to transactions that post to the GL	Y	
2.1.8	Enforces rules for entry validation based on roles at departmental/user level to prevent incorrect account coding	Y	
2.1.9	Captures multiple dates (e.g. transactional, posting, data entry, etc.)	Y	

#	Requirement	Response Code	Response/Comments
2.1.10	Provides pooled cash accounting from multiple funds to a single bank account	Y	
2.1.11	Provides the ability to manage and reconcile multiple bank accounts and to transfer funds between the accounts	Y	Via Cash Management
2.1.12	Provides the ability to automate fund account allocations for certain transactions	Y	Via allocation codes
2.1.13	Allows multiple periods to be open at the same time	Y	

Chart of Accounts

#	Requirement	Response Code	Response/Comments
2.1.14	Supports a flexible COA structure with room for growth within each field and expanded use of segments in the future	Y	Could establish Chart of Accounts and use leading characters to account for segment expansion. Tyler's Enterprise ERP solution has a flexible chart of accounts structure that supports one fund (up to four characters), one object (up to six characters), one project (if applicable) (up to five characters), and up to seven configurable segments (up to 10 characters each) for a maximum account length of 45 alphanumeric characters across 10 segments.
2.1.15	Provides the ability to support the City as paying agent for Narcotics enforcement, LAFCO, Sutter Butte Flood Control Agency, and Sutter Animal Control	Y	Assuming proper COA setup
2.1.16	Provides ability to reclassify the COA as necessary in support of organizational changes without having to create an entirely new COA	Y	Provides ability to reclassify the COA as necessary in support of organizational changes without having to create an entirely new COA
2.1.17	Accommodates potential City department reorganization by mapping historical transactional data across old to new account structures	Y	Account Change and Account Merge ability allows for restructure assistance.

Journal Processing

#	Requirement	Response Code	Response/Comments
2.1.18	Supports the following journal processing capabilities: one-time, standing, automated recurring, allocations & distributions, automatic reversals (accruals), imports, and corrections	Y	
2.1.19	Identifies the source of journals (e.g. budget, sub-system, import, etc.)	Y	
2.1.20	Manages due to/due from transactions	Y	
2.1.21	Allows multiple options for creating a journal (e.g. onscreen, import from Excel, copy a prior journal, etc.)	Y	Manual, Import, Recurring
2.1.22	Provides multiple description fields for the Journal Entries (i.e. long, short, free form, etc.) and document attachment	Y	Attachments through the proposed and recommended integrated Content Manager document management solution
2.1.23	Provides the ability to search for posted journal entries by date, keyword, creator, etc.	Y	Some may require custom reporting via SQL Server Reporting Services
2.1.24	Provides the ability to save work in process and return to it at another date/time	Y	
2.1.25	Prevents the use of Journal Entry numbers	Y	Assume this is supposed to read 'prevent the use of duplicate Journal entry numbers.
2.1.26	Provides the ability to attach and view supporting documents for journal entries	Y	Attachments via Content Manager

Bank Reconciliation

#	Requirement	Response Code	Response/Comments
2.1.27	Provides the ability to manage and automate reconciling of multiple bank accounts, including check clearing, stop pays, and credit cards	Y	Enterprise Cash Management provides access to the Bank Reconciliation program, which facilitates reconciliation between an organization's bank cash account and corresponding EERP cash accounts. Users can enter a bank balance, including cleared and outstanding AP, Payroll, AR deposits, and general adjustments against the cash accounts, an EERP balance, and a reconciliation balance. Reconciliations are processed for a bank account and date range. Cleared and outstanding amounts are automatically calculated from EERP data when the reconciliation record is entered and the update is processed. Other benefits of Enterprise Cash Management include the following: • Ability to create multiple bank account numbers for each bank code. • Ability to search bank items by bank code, account, date range, item type (adjustments, deposits or both), and status (cleared/not cleared/all). • Supports automated BAI file imports. • Transactions are cleared manually or automatically via BIA import or by using an XML interface with the bank. Drill down allows users to view transaction details for cleared and outstanding totals within a date range
2.1.28	Provides the ability to transfer funds between bank accounts	Y	
2.1.29	Provides the ability to allocate interest, with weighting, to appropriate funds	Y	
2.1.30	Provides the ability to manage and automate reconciling of multiple bank accounts, including check clearing, stop pays, and credit cards	Y	See comment to 2.1.27 above
2.1.31	Provides the ability to transfer funds between bank accounts	Y	

#	Requirement	Response Code	Response/Comments
2.1.32	Provides the ability to allocate interest, with weighting, to appropriate funds	Y	
2.1.33	Tracks cash balances on all funds by sub-fund and project	Y	Pooled cash
2.1.34	Automatically calculates and allocates interest earnings based on average daily balance and included interest charges for negative balances	Y	
2.1.35	Allows user-defined interest allocation methodology	N	
2.1.36	Provides the ability for interest to be posted to a different fund/sub-fund from earning source	Y	
2.1.37	Provides for positive pay support with bank integration	Y	With compatible file

Closing

#	Requirement	Response Code	Response/Comments
2.1.38	Supports period end soft close processes (i.e. secures new entries to a closed accounting period for specific modules)	Y	
2.1.39	Provides automated year-end closing of revenue and expenditure accounts and the automated roll forward of balance sheet accounts (as appropriate) to establish and maintain subsequent year beginning balances	Y	
2.1.40	Allocates interest earning, gain/loss on investments, and expenses as a percentage of daily cash balances, prepares journals of the allocations for review and posting	Y	
2.1.41	Allows multiple year-end closings periods (i.e. period 13, period 14, etc.)	Y	14 periods available for posting (0-13) Period 13 is used for posting year-end close transactions as well as adjustments after closing. Multiple adjustments can be posted, but all post to period 13, and all year-end and open year balances are

#	Requirement	Response Code	Response/Comments
			adjusted accordingly.

Cost Allocation

#	Requirement	Response Code	Response/Comments
2.1.42	Provides the ability to allocate total costs related to an internal service fund or activity across multiple departments / divisions based on user defined factors (i.e. employee count; square feet of office space; number of desktop computers)	Y	Recurring Journal Entry
2.1.43	Provides the ability to bill from a department/division/project to another department/division/project or within a department	Y	Interdepartmental Billing supported via Enterprise ERP General Billing.
2.1.44	Provides the ability to select specific revenue and expenditure accounts to be compiled for future allocation/billing	Y	Allocation Codes
2.1.45	Provides the ability to generate a scheduled (monthly, quarterly, annually) journal voucher for the allocations/billings	Y	Recurring Journals with Allocation Codes

Reporting

#	Requirement	Response Code	Response/Comments
2.1.46	Provides automated month-end reporting	Y	
2.1.47	Provides the ability to categorize and summarize transactional data in support of the Comprehensive Annual Financial Report (CAFR)	Y	VIA ACFR Statement Builder
2.1.48	Provides automated, flexible, and efficient month-end, quarterly and year-end reports	Y	
2.1.49	Provides the ability to download transaction data to and upload data from Microsoft Excel	Y	Where applicable assuming use of compatible formats
2.1.50	Provides the ability to drill down into transaction data to view transaction details and related transactions	Y	
2.1.51	Provides a report to assist Journal Entry approval/review and includes GL accounts and names, amounts, descriptions, etc.	Y	

2.2 Budgeting (optional)

General

#	Requirement	Response Code	Response/Comments
2.2.1	Supports multiple budgeting methods (e.g. zero base, program base, line-item, rollover, etc.)	Y	
2.2.2	Calculates projected fund balances automatically (reflecting projected reserves, revenues, expenses and inter-fund transfers that would result in an ending fund balance)	Y	
2.2.3	Allows users to change key underlying assumptions to impact forecasts	Y	

#	Requirement	Response Code	Response/Comments
2.2.4	Provides an automated electronic budget process with decentralized entry, workflow, and related notifications/alerts	Y	
2.2.5	Supports tracking budget revisions and mid-year amendments (e.g. mid-year estimates calculated by Departments)	Y	
2.2.6	Supports multiple budget years for expenditures, revenue, and projections	Y	
2.2.7	Supports Capital Improvement Planning, Project, and Grant budgeting	Y	
2.2.8	Tracks various budget versions (i.e. Submitted, Proposed, Amended, Approved), etc.	Y	
2.2.9	Provides the option to initiate budgets as zero-based, with historical data (e.g. last year's actuals) or with increasing/decreasing factors down to the object level	Y	
2.2.10	Allows departmental entry of justifications and background data (including attachments) related to requests; this information must stay with line item entries through budget level-up cycles	Y	
2.2.11	Processes mass changes to various accounts during budget process such as a reorganization, rates changes, etc.	Y	
2.2.12	Offers the ability to control budget rollups at multiple levels, including mid-year estimates	Y	
2.2.13	Offers the ability to add/delete/reallocate/shift positions and update proposed budgets in real-time	Y	
2.2.14	Allocates employee costs by percentage to multiple accounts	Y	

#	Requirement	Response Code	Response/Comments
2.2.15	Utilizes position control to facilitate personnel budget development	Y	Via Position Control functionality included with Human Resources & Talent Management
2.2.16	Automates roll-forward for selected operational and multi-year Capital Improvement Plan (CIP) project budgets	Y	
2.2.17	Provides modeling for “what if” scenarios and forecasting tools for 5 and 10 Year Budget/Cash Flow Projections	Y	Via Budget Scenarios
2.2.18	Provides an ability to apply “what if”/factor scenarios across funds, departments, programs, and/or objects as designated by staff	Y	
2.2.19	Offers the ability to restrict staff access, through security/rights, to specific funds, departments, objects, and/or object categories	Y	
2.2.20	Provides the ability to budget capital projects as single year or multiple years	Y	
2.2.21	Provides the ability to define and use statistics (e.g. invoices paid, recruitments completed, etc.) as performance measurements	Y	Via Performance Based Budgeting
2.2.22	Provides status tracking relative to departmental budget approvals	Y	
2.2.23	Offers the ability to define a maximum budget amount per funds, department, division, object, and report against the defined maximum	Y	
2.2.24	Provides multi-year budgeting, object, justification, description, etc. fields for each budgeting year	Y	
2.2.25	Allows negative amounts to be entered	Y	

Reporting

#	Requirement	Response Code	Response/Comments
2.2.26	Provides the ability to generate a statement of special fund activity (projected fund balance with current appropriations)	Y	
2.2.27	Provides the ability to report/inquire by organization budget, amended budget, year-to-date budget, etc.	Y	
2.2.28	Provides the ability to report on justification comments by budget line item	Y	
2.2.29	Offers the ability to see budget-to-actuals in real-time with drill-down capabilities	Y	
2.2.30	Supports publication of the “annual budget document” via direct leveraging of system outputs/forms/reports	T	Via third party PatternStream
2.2.31	Provides full integration with MS Excel for budget development (e.g. worksheet export to Excel, data imported from Excel, Excel-based forecasting, etc.)	Y	Assumes use of compatible file formats

2.3 Vendor Management

General

#	Requirement	Response Code	Response/Comments
2.3.1	Provides the ability to maintain vendor information to process payments	Y	
2.3.2	Supports auto-numbering of vendors	Y	+1 functionality for adding new vendors
2.3.3	Provides the ability to categorize vendors by type	Y	
2.3.4	Provides the ability to auto-generate vendor descriptions by type	N	
2.3.5	Supports decentralized vendor entry with workflow to approve vendor prior to availability for use	Y	

#	Requirement	Response Code	Response/Comments
2.3.6	Provides the ability to attach supporting documentation	Y	Attachments via Content Manager
2.3.7	Provides the ability to add notes to a vendor record	Y	
2.3.8	Provides the ability to identify vendors as active or inactive	Y	
2.3.9	Provides the ability to view changes to vendor records (i.e. address, name, phone, etc.)	Y	
2.3.10	Provide workflow to approve vendor changes	Y	
2.3.11	Provides the ability to track insurance requirements and related certificates needed for doing business with the City	Y	
2.3.12	Ensures a W-9 is on file prior to setting up a PO or contract encumbrance	Y	
2.3.13	Identifies the last time a W-9 form was updated	Y	Via alerts
2.3.14	Prevents duplicate entry of vendor records	Y	Based on SSN/TID
2.3.15	Notifies staff if insurance requirements are near/past expiration	Y	May require SQL Server Reporting Services
2.3.16	Supports multiple remittance addresses for a vendor	Y	
2.3.17	Provides the ability to check any contracts and PO's associated with a vendor	Y	

#	Requirement	Response Code	Response/Comments
2.3.18	Provides a vendor self-service portal with functions that include: • Provide vendor related forms online • Submit requests to become “registered” vendors • Register to receive notifications for formal bids, and download information and upload bids accordingly • Check invoice/payment status • View appropriate transactional history associated with purchase orders (POs) • Make changes to address, phone, primary contact, etc. • Ability to submit and track submitted documents	Y	Vendor Access
2.3.19	Provides appropriate levels of security to ensure vendor information is secure	Y	

Reporting

#	Requirement	Response Code	Response/Comments
2.3.20	Provides the ability to report on payments made to a vendor in a specific year	Y	May require SQL Server Reporting Services
2.3.21	Supports CA Employment Development Department (EDD) reporting requirements (cumulative payments over \$600 within a given year) for independent contractors	Y	Tyler will commit to providing all state and federal mandated reports or data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place

2.4 Procurement/Purchasing

Requisitions

#	Requirement	Response Code	Response/Comments
2.4.1	Provides the ability to configure alerts (percentage/dollar-based) when an invoice (or combination of invoices) is on the verge of exceeding the approved PO amount or the approved budget	Y	
2.4.2	Enforces the purchasing policy rules for “Open Market” purchases (i.e. under policy thresholds that do not require a PO), general purchases, informal bidding, formal bidding, authority limits, sole source, and emergency purchasing procedures	Y	Via Workflow
2.4.3	Performs budget checking during requisition, PO creation, and invoice processing	Y	
2.4.4	Supports the purchase of recurring services by automatically generating a requisition/PO based on pre-established criteria (e.g. health insurance, cleaning services, and leased vehicles)	Y	Copy a previous requisition for future purchase
2.4.5	Provides the ability to categorize a requisition as “in review”	N	
2.4.6	Provides the ability to hold a requisition before turning it into a PO	Y	Via workflow
2.4.7	Provides the ability to attach supporting documentation to requisitions	Y	Attachments via content manager
2.4.8	Provides the ability to enter notes or comments on a requisition	Y	
2.4.9	Provides the ability to indicate a requisition as a Fixed Asset	Y	
2.4.10	Provides the ability to pre-populate requisition fields as applicable	Y	Many fields can be defaulted based on selected department, vendor, commodity, etc with proper setup.

#	Requirement	Response Code	Response/Comments
2.4.11	Provides the ability to capture various units of measure	Y	
2.4.12	Provides the ability to ID a requisition as taxable or non-taxable	Y	

Encumbrances

#	Requirement	Response Code	Response/Comments
2.4.13	Provides the ability to pre-encumber/encumber requisitions and purchases, and the ability to override transactions that fail budget check	Y	
2.4.14	When a requisition or PO is cancelled, or closed, automatically reverses pre-encumbrance and encumbrance amounts as appropriate	Y	
2.4.15	Provides the ability to encumber service and construction contracts to separate numbers for PO	Y	

Purchase Orders

#	Requirement	Response Code	Response/Comments
2.4.16	Provides the ability to have a single PO associated with multiple departments and/or funding sources (i.e. cross department PO's)	Y	
2.4.17	Supports recurring/routine departmental PO's based on dollar limits	Y	Via copy requisition
2.4.18	Supports annual, blanket, multi-department PO types	Y	Types of purchase orders: Normal, Blanket, Dept/Emergency, RFP/BID, and Exported
2.4.19	Supports multiple line items per PO with the option of associating different GL accounts with each line	Y	
2.4.20	Captures internal or external justifications, notes, or comments on PO; internal comments must only be	Y	

#	Requirement	Response Code	Response/Comments
	visible to staff		
2.4.21	Limits which users are authorized to override established PO limits	Y	
2.4.22	Provides near real-time expense tracking on all PO's, including blanket PO's	Y	
2.4.23	Prevents a PO from being issued to an inactive vendor	Y	Warning received that the vendor is inactive. Additional stats of "stop" is available to prevent all activity against a vendor.
2.4.24	Provides options for distributing the PO (e.g. print-mail, email, etc.)	Y	
2.4.25	Provides the ability to re-open a purchase order that has been closed including recording the encumbrance (for current, not past FY)	Y	

CAL-Cards

#	Requirement	Response Code	Response/Comments
2.4.26	Supports management and staff utilization of CAL-Cards	Y	Assumes CAL-Cards are synonymous with Enterprise 'P-Cards'. Answers are based on using the Purchase Card Statement functionality
2.4.27	Provides the ability to capture card issuance details	Y	
2.4.28	Supports the ability to exclude items from CAL-Card purchases (e.g. entertainment, gas, meals, etc.)	Y	
2.4.29	Supports single purchase and overall transaction limits as indicated in the City's CAL-Card Procedures Document	Y	Limits can be set on cards during setup, and warnings will be issued, but payments not stopped (as the purchase already occurred)
2.4.30	Allows for CAL-Card single purchase and monthly limits to be increased on either a temporary or permanent basis and provide workflow approvals of limit increases	N	Limits can be tracked and updated, but are not sent through workflow
2.4.31	Provides the ability to flag sales tax	Y	
2.4.32	Provides the ability to scan and attach receipts	Y	

#	Requirement	Response Code	Response/Comments
2.4.33	Provides mobile access for the uploading of receipts	N	
2.4.34	Supports interface with US Bank for CAL-Card statements, reconciliation, and monthly payments from City to bank	Y	
2.4.35	Provides automated notification to staff when statements are received from US Bank	Y	
2.4.36	Provides the ability to assign purchases to different GL accounts	Y	
2.4.37	Provides approval workflow (based on City's Purchasing Policy) for purchase approvals	Y	
2.4.38	Provides the ability to close CAL-Card transactions on a monthly basis	Y	

Year End

#	Requirement	Response Code	Response/Comments
2.4.39	Defines close and roll-over dates at system and module level	Y	System level only
2.4.40	Supports the maintenance of open POs over multiple years	Y	
2.4.41	Supports year-end activities such as conditional PO closure and the ability to roll purchase orders to the new fiscal year	Y	
2.4.42	Ensures old year GL reflects PO and encumbrance balances after roll-forward	Y	
2.4.43	Supports rolling of PO to different account number in the new year	Y	
2.4.44	Automates PO rollover process for individual or groups of POs including appropriate treatment of carryover budget amounts	Y	
2.4.45	Allows users to enter POs for the new fiscal year prior to the start of that fiscal year	Y	With proper setup

Reporting

#	Requirement	Response Code	Response/Comments
2.4.46	Provides the ability to report/inquire on funds encumbered to date	Y	
2.4.47	Provides the ability to report “large” PO’s for a specific time period	Y	May require use of custom reporting depending on needs
2.4.48	Provides the ability to report on P-Card exception items and trends	Y	May require use of custom reporting

2.5 Contract Management

#	Requirement	Response Code	Response/Comments
2.5.1	Supports tracking and managing of master agreements (and their individual task orders) and contract status (e.g. milestone payment schedule, payment terms, payments, incentives, amendments/change orders, renewal status, expiration dates, insurance certificates, remaining balances, payments per deliverable, etc.)	Y	
2.5.2	Associates contracts to projects, grants, and/or purchase orders	Y	
2.5.3	Provides the ability to alert/notify of expiring contract items (e.g. contract end, insurance documents, licenses etc.)	Y	Via alerts

2.6 Accounts Payable

General

#	Requirement	Response Code	Response/Comments			
2.6.1	Supports payments to various entities including, but not limited to, vendors for services or goods, employees' expenses, and retirees	Y	Employee reimbursement	expenses	through	employee expense
2.6.2	Provides and applies appropriate controls over all payments	Y				
2.6.3	Provides the ability to generate an annual report to calculate the City's sales tax liability vendors did not collect	Y				

Invoice Receipt/Entry

#	Requirement	Response Code	Response/Comments			
2.6.4	Supports receipt and entry of hardcopy and electronic invoices	Y				
2.6.5	Checks the status of all open/pending invoices	Y				
2.6.6	Provides the ability to identify duplicate invoices from vendor	Y	Based on invoice number/vendor number combination			
2.6.7	Automates matching the PO, receiver, and invoice	Y				
2.6.8	Manages vendor invoice credits with associated adjustments to encumbrances and PO balances	Y				
2.6.9	Supports checking available PO balance	Y				
2.6.10	Provides the ability to define a threshold for payments to process if it exceeds PO balance (e.g. due to taxes, shipping, etc.)	Y				

Payment Calculation

#	Requirement	Response Code	Response/Comments
2.6.11	Alerts staff of and calculates payment discounts	Y	
2.6.12	Supports automatically calculating shipping and taxes as appropriate for items being paid at time of data entry	Y	
2.6.13	Provides the ability to automatically calculate retainage using percentage indicated on a purchase order	N	Retainage exists at the vendor and invoice level
2.6.14	Allows for the tracking, deduction, and reporting of garnishments	Y	
2.6.15	Allows payments that can be set/scheduled with associated tracking of payment terms	Y	
2.6.16	Provides the ability to allocate pre-payment amounts across accounting periods (i.e. for software maintenance agreements)	Y	
2.6.17	Provides the ability to include sales tax owed if the vendor did not include the amount on the invoice	Y	This could be entered manually during Invoice entry as long as proper setup exists

Payment Process

#	Requirement	Response Code	Response/Comments
2.6.18	For multi-line item POs, allows selection of one or more of those line items during invoice processing	Y	
2.6.19	Creates positive pay files	Y	
2.6.20	Supports processing of 1099's and 1099 reporting requirements	Y	
2.6.21	Supports refund and retention payment processing	Y	
2.6.22	Provides the ability to short close POs based on user defined parameters	Y	

#	Requirement	Response Code	Response/Comments
2.6.23	Provides for ACH and wire transfer payments to vendors with a system generated email notification that payment was sent	Y	
2.6.24	Provides alerts for invoices that are aging and where penalties may apply	Y	
2.6.25	Supports the creation of automated splits by fund, department, and/or account according to user-specified requirements	Y	Via allocation code

Check Generation

#	Requirement	Response Code	Response/Comments
2.6.26	Provides an option for more than one check for a vendor during a check process	Y	
2.6.27	Supports generating multiple page checks	Y	
2.6.28	Provides an option for on demand manual checks	Y	
2.6.29	Allows reprinting checks without void and reissue if an error occurs during check printing	Y	

2.7 Employee Expense Reporting

#	Requirement	Response Code	Response/Comments
2.7.1	Provides for web-based employee expense reimbursement	Y	Via Employee Expense Reimbursement
2.7.2	Provides access via mobile devices	Y	
2.7.3	Provides electronic workflow for review and approval	Y	

2.8 Fixed Asset Accounting

General

#	Requirement	Response Code	Response/Comments
2.8.1	Provides functionality to capture and maintain information associated with leased and capitalized assets	Y	
2.8.2	Provides the ability to import new fixed assets and attributes	Y	
2.8.3	Supports barcoding/scanning of fixed asset tags	Y	Via Assets Mobile
2.8.4	Provides, or interfaces with, asset tag solution	Y	Via Assets Mobile
2.8.5	Provides parent/child associations for assets	Y	
2.8.6	Allows multiple funding sources per asset, including grant funding sources	Y	
2.8.7	Provides the ability to link an asset(s) to a CIP project	Y	
2.8.8	Provides the ability to track non-capitalized assets	Y	
2.8.9	Supports various asset depreciation schedules, the ability to change depreciation methodologies, and (from a point in time) recalculates depreciation based on the remaining life	Y	Each asset stores the depreciation method, which defines the frequency at which the depreciation occurs for the asset. The asset also stores the first year/period for recording depreciation and depreciation principal.
2.8.10	Allows for creation of an asset as part of purchase requisition	Y	
2.8.11	Tracks asset maintenance, including enhancement and transfers, and projected associated costs	Y	Improvements and transfers tracked through Capital Assets Transactions
2.8.12	Tracks asset disposal and salvage values	Y	
2.8.13	Provides journal entries to record depreciation expense to the General Ledger	Y	
2.8.14	Supports the ability for an image to be attached to the asset record	Y	Via Content Manager

Reporting

#	Requirement	Response Code	Response/Comments
2.8.15	Allows user to define fields for asset reporting to assist with analysis (e.g. APN, motor vehicles, buildings, equipment etc.)	Y	With user defined fields and SQL Server Reporting Services
2.8.16	Reports on assets nearing full depreciation	Y	
2.8.17	Assets by location, fund, depreciation, department, category. Reconciles to GL. For reconciliation, a report with all information on one line is important. Additions, disposal, or retirement reports	Y	Via SQL Server Reporting Services

2.9 General Billing/Accounts Receivable

General

#	Requirement	Response Code	Response/Comments
2.9.1	Provides customizable invoice entry templates used to initiate invoice process	Y	
2.9.2	Supports invoicing of various entities including, but not limited to, citizens, former employees, businesses, developers, and other governmental entities	Y	
2.9.3	Supports invoicing for a variety of items, but not limited to false alarms, grants, property damage, COBRA, NSF check fee, and other miscellaneous items and services	Y	
2.9.4	Provides electronic workflow to route initial invoice entry document to user-defined reviewers and approvers before invoice is generated and receivable is established	Y	
2.9.5	Provides the ability to send copies of invoices via email	Y	

#	Requirement	Response Code	Response/Comments
2.9.6	Provides functionality to record receivable and payments against customer accounts	Y	
2.9.7	Provides the ability to add user-defined messages to invoices and statements	Y	
2.9.8	Provides options for off-cycle and regular batch bill runs	Y	
2.9.9	Ensures appropriate cross-references to payment history and open balances for refunds processing	Y	
2.9.10	Provides statements of cumulative activity (vs. invoices only)	Y	
2.9.11	Provides comprehensive NSF check processing including reversing payments, appropriate reversing of accounting transactions, rebilling with NSF check charge(s), and associating these events with the customer's account	Y	
2.9.12	Provides NSF support in the way of application of additional fees, adjustments to receivables, etc.	Y	
2.9.13	Provides on demand and interval-based (i.e. weekly) past due payments	Y	
2.9.14	Provides accounts aging data sufficient to support collection activities	Y	
2.9.15	Automates 2nd and 3rd notices of missed payments	Y	Scheduler-enabled exports
2.9.16	Provides the ability to reverse payments and prepare write off journal entries	Y	
2.9.17	Provides the ability to edit and revise invoices (i.e. address, comments, etc.) including the amount and will also record (adjustments) the revised amount to the General Ledger	Y	
2.9.18	Supports recurring invoices	Y	

#	Requirement	Response Code	Response/Comments
2.9.19	Provides an option for payments to immediately affect customer account balances while batches are still open	Y	
2.9.20	Provides the ability to search items identified as uncollectable	Y	

Reporting

#	Requirement	Response Code	Response/Comments
2.9.21	Provides end of month balancing reports	Y	
2.9.22	Provides cash receipting, invoice detail (for what is billed), unapplied credit, and customer aging reports	Y	

2.10 Cash Receipts (Cashiering)

General

#	Requirement	Response Code	Response/Comments
2.10.1	Provides a centralized cashiering module to collect and manage transactions (e.g. cash, checks, credit cards, ApplePay, electronic payments, etc.) from multiple locations on a daily basis	Y	Via Cashiering
2.10.2	Supports online payments	Y	Online payments can be processed via optionally proposed Enterprise ERP Payments
2.10.3	Supports various payment processors	Y	2 preferred processors: Tyler Payments & Open Edge. Additionally, a credit card API is available that allows 3 rd party processor to integrate with Cashiering. The development work, however, will fall on the 3 rd party processor.
2.10.4	Supports daily tracking of deposits by user and type for end of day balancing	Y	

#	Requirement	Response Code	Response/Comments
2.10.5	Provides summary and detail information regarding a day's activity (e.g. number and amount of checks, number of cash transactions and cash total, etc.)	Y	
2.10.6	Supports immediate recognition of payments received by credit card	Y	
2.10.7	Supports the daily tracking of deposits by user and type for end of day balancing	Y	
2.10.8	Supports posting of all transaction receipts (cash, credit cards, checks, wires, etc.)	Y	
2.10.9	Provides daily reports in order to prepare deposit slips, track cash receipted in by denomination, check, electronic deposits, etc.	Y	
2.10.10	Provides the ability to track deposits in transit/cash in vault	Y	
2.10.11	Provides the ability to track and report all monthly cash (and cash equivalents) receipted in and disbursed out	Y	Via SQL Server Reporting Services
2.10.12	Provides the ability to track and report number of specific types of transactions by certain time frame (e.g. number of EFT's in a specific month, number of ACH's executed during the year, number of deposits on a specific date, etc.)	Y	Via SQL Server Reporting Services
2.10.13	Provides bank interfacing, using transaction codes defined by the bank and the City	Y	
2.10.14	Provides bar code functionality to capture customer billing information (including amount due), with bar code appearing on bills, and ability to scan and retrieve customer billing information	Y	Scan line available for retrieval of billing information
2.10.15	Provides for chip and Pi/PCI compliance capabilities	Y	Our processors are PCI compliant
2.10.16	Supports breaking down of trial balance into the five unique GASB 54 categories	Y	

Reporting

#	Requirement	Response Code	Response/Comments
2.10.17	Supports reporting broken down by user, various date range and batch reports, Monthly Report of Cash Receipts, GL entries that hit cash, check register reports by account, and reports for cleared checks, uncleared checks, and voided checks	Y	Additional discovery to confirm information requirements, however, should be supported via custom report using SQL Server Reporting Services.

2.11 Project and Grant Accounting

#	Requirement	Response Code	Response/Comments
2.11.1	Provides functionality to manage capital projects and grants, including tracking funding sources and budget to actual expenditures	Y	
2.11.2	Provides functionality to divide projects/grants into multiple categories and subcategories	Y	
2.11.3	Distributes costs and units (including labor hours) to an unlimited number of projects/grants (job phases) and sub-divisions (job-sub-phases)	Y	
2.11.4	Provides fields to record the type of grant (local, state, and federal), grantor information, match terms, grant begin and end date, and grant drawdown activity	Y	
2.11.5	Allows users to track activities and manage reimbursements/billings related to grants and to associate those grants with projects as appropriate	Y	
2.11.6	Supports multi-year projects/grants	Y	
2.11.7	Supports multiple funding sources	Y	
2.11.8	Provides real-time project and grant budget balances with the option to include pending staff time or pending invoices in process	Y	

#	Requirement	Response Code	Response/Comments
2.11.9	Supports recording revenues and expenditures against the project/grant	Y	
2.11.10	Tracks actual, committed, and estimated (or budgeted) costs	Y	
2.11.11	Provides the ability to establish overhead rates	Y	
2.11.12	Captures staff time and associates it directly to a project using a blended hourly rate (or actual rate) based on defined project rules	Y	
2.11.13	Reports on project and grant activity by period and over the life of the project/grant award	Y	
2.11.14	Supports collecting of reimbursements at a project level	Y	

3 Human Resources

3.1 Position Control

#	Requirement	Response Code	Response/Comments
3.1.1	Provide reporting by position type, allocations, filled positions, vacant positions, changes during a user-defined time period, etc.	Y	May require SQL Server Reporting Services
3.1.2	Associates positions with funding source	Y	
3.1.3	Reserves a position upon request to fill a vacancy	Y	
3.1.4	Identifies positions that are overfilled, under-filled, and/or double-filled	Y	
3.1.5	Identifies positions that are grant funded and has a position end date (end of grant date)	Y	
3.1.6	Supports the ability for positions to split funding across multiple funds, departments, and/or divisions	Y	
3.1.7	Tracks full-time, part-time, temporary, and seasonal employees	Y	
3.1.8	Contains a comments/notes field to capture details of position changes	Y	

3.2 Recruiting (optional)

General

#	Requirement	Response Code	Response/Comments
3.2.1	Provides a web portal for recruitment information to be posted and allows applicants to submit applications and related documents	Y	
3.2.2	Supports the ranking of candidates	Y	
3.2.3	Supports scheduling of interviews	Y	
3.2.4	Supports sharing and display of candidate resumes among interview panelists	Y	

#	Requirement	Response Code	Response/Comments
3.2.5	Reports point-in-time status of the completion of recruitment tasks	Y	May require SQL Server Reporting Services
3.2.6	Provides notification to hiring manager when a candidate accepts an offer	Y	

Reporting

#	Requirement	Response Code	Response/Comments
3.2.7	Supports EEOE reporting requirements	Y	EEO4/5

3.3 Onboarding (optional)

#	Requirement	Response Code	Response/Comments
3.3.1	Works with employee self-service web portal to facilitate on-boarding process, including completion and submission of documents, benefit enrollment forms, etc.	Y	
3.3.2	Reports on status of completion of specific onboarding tasks including employee orientation, forms completion, etc.	Y	
3.3.3	Facilitates sharing of new hire information between hiring department, IT, etc.	Y	
3.3.4	Provides the ability to accept electronic signatures by new hires to sign enrollment forms, acknowledge receiving City equipment, safety training, etc.	Y	

3.4 Employee Master File

General

#	Requirement	Response Code	Response/Comments
3.4.1	Maintains data elements including but not limited to employee ID, basic demographics, address information, emergency contacts, survivor/beneficiary information, dependent information, history of salary changes (effective start and end dates) including eligibility for stipends, training/certification, and history of personnel actions	Y	
3.4.2	Provides the ability to store and view employee photo	Y	Via Employee Inquiry
3.4.3	Provides the ability to attach documents to an employee file	Y	Via Content Manager
3.4.4	Provides employee directory functionality, and development of organization charts	Y	Directory assumes use of compatible export. Integrated org chart available
3.4.5	Provides the ability to track City property (badge, phone, vehicle, etc.) provided to the employee throughout tenure with the City	Y	
3.4.6	Provides the ability to track special assignments, including designation as Disaster Service Worker, assigned role in Emergency Management, etc.	Y	
3.4.7	Notifies designated staff (i.e. Emergency Manager) when an employee can no longer fulfill their assigned role do to separation, leave, or other reasons	Y	
3.4.8	Supports setting maximum deduction for 457 deferred comp accounts (parent code that controls child codes)	Y	
3.4.9	Provides the ability to report on data required for labor costing/negotiations	Y	May require SQL Server Reporting Services

Reporting

#	Requirement	Response Code	Response/Comments
3.4.10	Provides Seniority Listing, including Time in Grade	Y	
3.4.11	Provide flexible organization chart reporting functions	Y	Assumes use of existing org chart functionality
3.4.12	Provides ability to select data required for labor costing/negotiations (e.g., ASRS, health, pay, employment dates, position title, etc.)	Y	May require SQL Server Reporting Services
3.4.13	Provides Federal and State government mandated reporting, including but not limited to: • IRS 1099 • IRS 941 • SSA W-2 • EEOC EEO-4 • DOL VETS 100 • SCO Employee Compensation • EDD New Hire • EDD Quarterly Contribution Return and Report of Wages (DE9 and DE9C) • EDD Report of Independent Contractors (DE542) • EDD SDI and UI	Y	Tyler will commit to providing all state and federal mandated reports or data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place.

3.5 Benefits Administration

General

#	Requirement	Response Code	Response/Comments
3.5.1	Provides flexible, rules-based benefit management functionality to manage public employee benefits (including transition to retiree benefits) such as medical, dental, disability, life insurance, recreation, etc. as provided via EPIC, UNUM, AFLAC, etc.	Y	
3.5.2	Complies with current and future Affordable Care Act (ACA) requirements, including automatic notification to employee when a dependent is at age 19 for full-time student status, and an annual courtesy check until age 25, with coverage discontinuance at age 26	Y	Tyler will commit to providing all state and federal mandated reports or data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place
3.5.3	Complies with Consolidated Omnibus Budget Reconciliation Act (COBRA) requirements	N	
3.5.4	Supports California Public Employees Retirement System (CalPERS) to manage pension, health, and retirement benefits	Y	
3.5.5	Supports the pre-tax withholding of deferred compensation for part time, seasonal, and temporary employees in lieu of Social Security withholding and 457 plan for full time employees	Y	
3.5.6	Maintains eligibility dates for different plans based on different rules and which may differ from hire dates	Y	

#	Requirement	Response Code	Response/Comments
3.5.7	Updates employee and retiree benefit records and reflects changes in pay in HR and payroll systems/modules and applicable 3rd party benefit providers whenever there are changes due to a life event, changes in eligibility rules, or requests for benefits	Y	
3.5.8	Supports the ability to track and invoice health care deduction amounts for retirees and COBRA participants through Accounts Receivable	Y	With integrated AR/GB
3.5.9	Supports administration of flexible spending reimbursement accounts	Y	
3.5.10	Supports the tracking of hours worked for seasonal and part-time employees up to the 1,000 hours which triggers PERS coverage, and 1,456 hours which triggers City benefits	Y	
3.5.11	Provides the ability to establish benefits tiers according to employee type (based on Date of Hire) (e.g. Board Members, full-time employees, part-time employees, retirees, etc.)	Y	

Reporting

#	Requirement	Response Code	Response/Comments
3.5.12	Supports carrier billing/self-bill reconciliation and reporting	Y	
3.5.13	Provides ACA reporting form 1095C	Y	Tyler will commit to providing all state and federal mandated reports or data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place

#	Requirement	Response Code	Response/Comments
3.5.14	Provides the ability to generate reports detailing amounts paid by the City for specific benefits versus amounts paid by employees	Y	May require SQL Server Reporting Services

3.6 Leave Administration

#	Requirement	Response Code	Response/Comments
3.6.1	Supports managing available leave balances, including leave earned and taken, for all types of leave (PTO, vacation, sick, FLMA, disability, worker's comp, modified duty, donated, etc.	Y	
3.6.2	Allows for flexible rules for taking leave when balances are at zero, but accrual is pending	Y	
3.6.3	Provides the ability to cap accruals such as vacation, etc. and to cap dollars for deferred comp, etc.	Y	
3.6.4	Notifies employees of leave that will be lost, cease to accrue, or automatically paid	Y	
3.6.5	Supports transfer of leave accrued by City employees to a catastrophic leave bank, and subsequent transfer of hours to other City employees for catastrophic health	Y	
3.6.6	Supports unlimited number of leave types/banks	Y	Types A-Z, 0-9
3.6.7	Allows employees to supplement disability pay with leave hours and calculate pay	Y	
3.6.8	Provides integration with time entry system for vacation/leave requests	Y	With integrated Time & Attendance
3.6.9	Supports leave accruals at different rates for different employee classifications	Y	
3.6.10	Support cash out of leave at different rates	Y	
3.6.11	Provides the ability to generate ad hoc leave balance report by employee	Y	May require SQL Server Reporting Services

3.7 Personnel Actions

#	Requirement	Response Code	Response/Comments
3.7.1	Provides online personnel action forms	Y	Assumes use of existing personnel actions workflow functionality. Various site defined personnel action types are supported. Review and approval by authorized users based on setup. Redaction according to role-based security (i.e. SSN). Approver ID serves as digital signature for approval. Attachments via Content Manager
3.7.2	Provides functionality to manage personnel actions from initiation, review, authorization, and approval for actions such as promotions, demotions, salary increase, discipline, separations, leave, etc.	Y	
3.7.3	Updates employee records in HR and payroll systems/modules to reflect changes in pay if needed	Y	
3.7.4	Provides the ability to set effective date and time of a personnel action (e.g. promotion, COLA, etc.)	Y	Effective date
3.7.5	Uses end dates to automatically stop the action at a specified time (e.g. discontinue administrative leave without pay, leave of absence, etc.)	Y	

3.8 Training and Certifications

#	Requirement	Response Code	Response/Comments
3.8.1	Supports tracking of required position-specific job certifications, licenses, mandatory training, expirations, etc.	Y	
3.8.2	Provides automated notification of expiring certifications/licenses to supervisors and employees based on user-defined rules	N	Not automatic, there are Hub cards that feature icons for expiring certs but no workflow, etc.
3.8.3	Associates certifications with applicable pay codes such that employees are paid or not paid based on	N	This would need to be handled manually by adding/removing pay codes from Emp Job Salary

#	Requirement	Response Code	Response/Comments
3.8.4	the status of their certification Updates employee records in HR and payroll systems/modules such that changes in pay can occur based on completion of training/certification events	Y	This could be handled through Actions as part of a process. Does not happen automatically when certification or training record added.

3.9 Performance Reviews (optional)

#	Requirement	Response Code	Response/Comments
3.9.1	Provides functionality to manage performance reviews/evaluations including tracking notifications, initiation, review results, and approvals	Y	
3.9.2	Provides notification of performance reviews coming due to supervisors and managers based on user-defined rules	Y	Assumes use of existing functionality, i.e. Hub card
3.9.3	Provides workflow to manage/approve electronic employee performance review/evaluation	Y	
3.9.4	Provides the ability to define and manage electronic evaluations/forms that are different by department and by job classification	Y	
3.9.5	Provides the ability to attach external forms and documents throughout the workflow	Y	Attachments via Content Manager to records associated with workflow where applicable
3.9.6	Provides alerts on past due evaluations and escalation notifications	Y	

3.10 Employee Self Service (ESS)

#	Requirement	Response Code	Response/Comments
3.10.1	Provides an ESS portal that allows access and update to designated employee information	Y	

#	Requirement	Response Code	Response/Comments
3.10.2	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g. CalPERS, 3rd Party Benefit Providers, etc.) and allows HR staff to review and approve the changes	Y	Third party system updates require manual intervention outside of proposed system along with assumed use of compatible export file formats
3.10.3	Provides the ability to view and print paycheck history, W2 history, personnel actions, leave balances, etc.	Y	
3.10.4	Provides the ability to update/change benefits during open enrollment or due to a life event, and profile data (e.g. address, phone number, emergency contact beneficiaries, dependents, etc.)	Y	
3.10.5	Provides the ability for employee to reset password	Y	
3.10.6	Supports access to the ESS portal from various types of mobile devices	Y	
3.10.7	Supports various employee requests (e.g. time off, expense reimbursement, etc.) and workflow for managers to approve electronically	Y	

3.11 Pay Administration

General

#	Requirement	Response Code	Response/Comments
3.11.1	Provides functionality to manage employee pay including wages, Special Pay, State and Federal taxes, and accruals	Y	
3.11.2	Provides the ability to configure multiple accrual types (comp time, leave, workers compensation, vacation, etc.)	Y	
3.11.3	Provides the ability to manage multiple garnishment cycles (e.g. 24 pay periods and 26 pay periods)	Y	

#	Requirement	Response Code	Response/Comments
3.11.4	Provides the ability to establish multiple garnishments using the same garnishment code for a single employee and automatically calculate garnishment limitation amounts	Y	Would require proper setup (i.e. date driven)
3.11.5	Supports multiple earning/pay codes including, but not limited to, Special Pays, Longevity Pays, Certification Pays, etc. that may change between pay periods	Y	
3.11.6	Enforces required pay type based upon activity (e.g. certain overtime reasons can only accrue as paid overtime instead of comp time)	N	
3.11.7	Allows for deductions to be taken every pay cycle, second pay cycle, or combination of the two	Y	
3.11.8	Supports employee groups with different benefits (e.g. differing leave accrual level, differing premiums, etc.)	Y	
3.11.9	Provides the ability to work under multiple jobs at different rates	Y	
3.11.10	Tracks when employees are eligible for scheduled pay raises and provides automated workflow to notify supervisor of scheduled pay raise. Upon supervisor approval, triggers automated notification that: - Automatically notifies employees and their supervisors - Automatically updates employee records in HR and Payroll systems/modules to reflect changes in pay	Y	EERP provides notifications using Personnel Actions and automatic increases can be applied using the Mass Salary Change application which will update employee pay records. Employee raise eligibility can be identified using SSRS depending on the eligibility criteria. Employee notification of raise approval is not automatic.
3.11.11	Supports flexible definition of shift work, split shifts, and work schedules (e.g. 4/10, 9/80, 5/40, 48/96, etc.)	Y	
3.11.12	Supports flexible definition of shift work and work schedules to ensure compliance with FLSA legislation	Y	

#	Requirement	Response Code	Response/Comments
3.11.13	Automatically generates payables for payroll deductions (e.g. insurance, pension, taxes, etc.)	Y	
3.11.14	Provides the ability to do 'what-if' analysis and modeling for salary increases, benefit changes, etc.	Y	Via Salary and Benefits projections and/or Paycheck Simulator through Employee Access
3.11.15	Calculates step, increment, and percentage pay adjustments for effective dating for all or a group of employees (e.g. bargaining units, classes, etc.)	Y	
3.11.16	Provides an automated process for retroactive pays based on the effective date of the retroactive pay (e.g. salary, benefits, contributions, and deductions)	Y	
3.11.17	Provides the ability to generate an annual estimate of the cost of Medicare for retirees including monthly, quarterly, and annual payment amounts	Y	Salary and Benefit Projections
3.11.18	Provides the ability to intercept reimbursements for accidental, personal CAL-Card use by an employee via authorized payroll deduction	Y	By adding the deduction to the employee. Easiest method likely utilizing import into Earnings and Deductions.
3.11.19	Tracks beginning of benefit date, benefit used date, etc.	Y	
3.11.20	Supports creating an accrual for FMLA so that the leave can be recorded as part of employee time entry	Y	
3.11.21	Provides notification to HR, department admin, and the employee when an accrual balance is nearing a City-defined threshold	N	Employee can be notified when approaching a high or low limit, but no notifications to other departments or individuals.
3.11.22	Provides the ability to allocate payroll expenses across fiscal years when a pay period includes workdays across fiscal years	Y	
3.11.23	Supports multiple employee groups with different MOA requirements and benefits (e.g. differing leave accrual level, differing premiums, etc.)	Y	
3.11.24	Provides the ability to configure multiple accrual types (comp time, leave, workers compensation, vacation, etc.)	Y	

#	Requirement	Response Code	Response/Comments
3.11.25	Supports mass change capability (e.g. COLAs) with review prior to accepting the mass change	Y	
3.11.26	Provides the flexibility to define “PERSable” codes including different setups for different employee groups, salaries, benefits, and other similar accumulators	Y	

Reporting

#	Requirement	Response Code	Response/Comments
3.11.27	Provides the ability to maintain and report Fair Labor Standards Act (FLSA) information as required by legislation	Y	May require SQL Server Reporting Services
3.11.28	Provides the ability to report Family Medical Leave Act (FMLA) leave on an employee time entry	Y	May require SQL Server Reporting Services
3.11.29	Allows for reporting accrual and usage of benefits	Y	May require SQL Server Reporting Services
3.11.30	Provides the ability to generate a report of worker's compensation payments	Y	May require SQL Server Reporting Services
3.11.31	Supports other payroll administration reporting, including CalPERS, payroll journal, bank code tables, etc.	Y	May require SQL Server Reporting Services

3.12 Time Entry

General

#	Requirement	Response Code	Response/Comments
3.12.1	Provides functionality to collect time from various sources (e.g. Employee Self Service, mobile devices, employee badges used for facility entry, etc.), perform exception-based time entry for exempt employees, and time adjustments to multiple work schedules	Y	
3.12.2	Provides the ability to define and validate business rules at time of collection (i.e. prevents employees from entering adjustments that will cause employee leave balances to be exceeded)	Y	
3.12.3	Prevents employees from entering invalid data (i.e. earnings or pay codes they are not authorized to use)	Y	
3.12.4	Provides the ability to include notes or comments associated with time submitted	Y	
3.12.5	Requires notes or comments for certain activity types	Y	
3.12.6	Provides functionality to allow time entered to be coded to projects, grants, or to another department with each line of time entered	Y	
3.12.7	Allows multiple pay periods to be open for time entry purposes	Y	
3.12.8	Provides workflow to collect time, perform exception based time entry, and time adjustments to multiple work schedules, including approval and submission to payroll system/module at the department level	Y	
3.12.9	Enforces minimum hour entry for certain activity types (e.g. Police court time)	N	Minimum Requested Amount setting on pay codes is for accrued or non-accrued benefit codes only.
3.12.10	Provides the ability to track hours to special time codes (e.g. 4850, FMLA, etc.)	Y	

#	Requirement	Response Code	Response/Comments
3.12.11	Provides pop-up notification at time of entry when employee is close to 1,000 hours worked for part time staff and retired annuitants	Y	Via work limits - When a work limit threshold is exceeded, the program displays graphical indicators on the Employee Time Maintenance and Supervisor Roster screens.
3.12.12	Provides system generated email notification to staff (employee and supervisor) who have not completed required time entry	N	System does provide other visual indicators and reports.
3.12.13	Provides the ability to identify and track part-time employee work hours on a weekly basis to ensure adherence to annual limits	Y	
3.12.14	Supports adjustment of leave accruals when employee is working less than full time or are in an unpaid status	Y	

Reporting

#	Requirement	Response Code	Response/Comments
3.12.15	Provides reporting to support timekeeping rules (e.g. 1,000 hours worked report for part time staff, public safety grant overtime reports, changed time recap by employee, etc.)	Y	Reporting may require SQL Server Reporting Services
3.12.16	Supports exception reporting, including missing timesheets	Y	Reporting may require SQL Server Reporting Services

3.13 Payroll Processing

General

#	Requirement	Response Code	Response/Comments
3.13.1	Provides functionality to calculate employee payroll, deductions, and accruals based on components managed in the benefits and pay administration module	Y	

#	Requirement	Response Code	Response/Comments
3.13.2	Provides ability to select data required for labor costing/negotiations (e.g. CalPERS, health, pay, employment dates, position title, etc.)	Y	May require SQL Server Reporting Services
3.13.3	Provides the CalPERS required payroll report in xml format, as well as the ability to inquire/run CalPERS information for research purposes	Y	Tyler will commit to providing all state and federal mandated reports with data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place.
3.13.4	Supports importing and entering time	Y	Imports assume use of compatible file format
3.13.5	Provides functionality to calculate employee payroll, deductions, and accruals based on components managed in the HR benefit and pay administration module	Y	
3.13.6	Processes payments for government and 3 rd party agencies (e.g. benefits, retirement, etc.)	Y	
3.13.7	Supports State and Federal tax filings	Y	Tyler will commit to providing all state and federal mandated reports with data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place.
3.13.8	Supports multiple concurrently open payrolls (e.g. vacation, sick or comp time cash outs, etc.)	Y	
3.13.9	Provides and enforces rule-based validation and prevents duplicate earning codes at employee level, etc.	Y	
3.13.10	Provides user-defined exception hours' analysis	Y	May require SQL Server Reporting Services

#	Requirement	Response Code	Response/Comments
3.13.11	Supports multiple 're-runs' of payroll prior to final payroll run	Y	
3.13.12	Generates paychecks, direct deposits (supporting deposits across multiple accounts on a single check), EFT files, bank files, and related positive pay files	Y	
3.13.13	Supports creation of annual pay and benefit letters, W2s, and ACA annual documents	Y	May require Mail Merge. Tyler will commit to providing all state and federal mandated reports with data file submissions required to be submitted to the state that are not already provided through standard reports or inquiry functions. In addition, any changes to mandated State/Federal specified file layouts will be provided for no additional license/maintenance fees to all clients who have a current Maintenance Agreement in place.
3.13.14	The Proposer has reviewed the MOAs and associated documents listed on the following website: https://www.yubacity.net/city_hall/departments/human_resources/bargaining_unit The proposed system will provide the functionality to meet the items included in the MOAs and associated documents. Any exceptions are to be communicated.	Y	Tyler has successfully provided software to dozens of County's with similar MOU's to what has been provided here for review. Based on the responses to the functional requirements in the checklist, we feel as though Tyler's Enterprise ERP is a strong fit for what the county will require. Additional discovery would be beneficial to confirm all functionality is standard.
3.13.15	Automatically generates journal entries to record payroll expenses to the General Ledger after payroll process is complete, including year-end splits and reversals	Y	
3.13.16	Supports bulk change capability (e.g. COLAs, bargaining unit changes, etc.) with review prior to accepting the bulk change)	Y	Via Mass Salary Changes
3.13.17	Supports the ability to run reports on staff for multiple years and pay codes	Y	May require SQL Server Reporting Services

#	Requirement	Response Code	Response/Comments
3.13.18	Supports the ability to run employment verification reports for Public Safety that breaks down stipends	Y	May require SQL Server Reporting Services

Paystub

#	Requirement	Response Code	Response/Comments
3.13.19	Identifies all elements used to calculate pay on the paystub	Y	
3.13.20	Identifies key information for employee (leave balances, allocation of direct deposit accounts, employee vs. employer pay benefits, etc.) on the paystub; ensures all required items are printed	Y	Via use of existing forms options
3.13.21	Generates PDF/electronic copy and automatically posts stub, W2, and ACA documents to the employee self-service portal	Y	

Reporting

#	Requirement	Response Code	Response/Comments
3.13.22	Provides the ability to report on leave taken by department, division, employee, specific leave banks, etc.	Y	May require SQL Server Reporting Services
3.13.23	Provides reporting of hours recorded for all employee types (e.g. full time, part time, retired annuitants, etc.)	Y	May require SQL Server Reporting Services
3.13.24	Supports exception reporting, including missing timesheets	Y	May require SQL Server Reporting Services
3.13.25	Supports the ability to run reports on staff for multiple years and pay codes	Y	May require SQL Server Reporting Services
3.13.26	Provides the ability to generate year-end payroll compensation reports by employee	Y	May require SQL Server Reporting Services

3.14 Separation/Offboarding

#	Requirement	Response Code	Response/Comments
3.14.1	Provides functionality to manage processes and procedures for employee separation due to termination, retirement, resignation, or transfer	Y	
3.14.2	Supports initiation of the process and a checklist of tasks that need to be performed to successfully exit an employee based on type of separation	Y	
3.14.3	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g. CalPERS, 3rd Party Benefit Providers, etc.)	Y	External system updates would require manual intervention. Assumes use of compatible export files
3.14.4	Provides electronic employee separation workflow	Y	
3.14.5	Supports recovery of equipment previously issued to employee	Y	As part of checklist
3.14.6	Supports the ability to deactivate or suspend seasonal employees as necessary	Y	

4 Technical

4.1 General

#	Requirement	Response Code	Response/Comments
4.1.1	Provides a production, training, test, and development environment	Y	Production, Train, Test, and Implementation included in standard deployment. Additional application environments available, but with additional subscription for cost for Tyler SaaS hosted customers.
4.1.2	Provides the ability to configure workflows, report parameters, and other elements to meet specific business needs using configuration and operating parameters provided by City and without the assistance of the software vendor	Y	
4.1.3	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology	Y	
4.1.4	Integrates with Active Directory	Y	
4.1.5	Provides system availability 24 hours a day, 365 days a year (not including Force Majeure Events or scheduled downtime)	Y	
4.1.6	Ensures scheduled downtime is pre-approved by the City one week in advance	Y	
4.1.7	Provides system uptime of 99.99%	N	Tyler SaaS uptime SLA is 99.7% based on application availability. For more details, refer to the included sample Service Level Agreement.

4.2 Regulatory Compliance/Certifications

#	Requirement	Response Code	Response/Comments
4.2.1	Government Cloud Certified	N	Tyler's subscription-based cloud applications run on the AWS public cloud, the world's most comprehensive and broadly adopted cloud platform.
4.2.2	Provides solution that is PCI compliant	Y	Cashiering is PA-DSS validated to assist with PCI compliance.
4.2.3	Provides a "Trusted System" according to the State of California	Y	
4.2.4	Provides hosting facility that is SSAE 16 certified	Y	Tyler SaaS hosting operations is subject to annual independent audits. SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler's SOC Report Bridge Letter can be found at: https://www.tylertech.com/about-us/compliance .

4.3 System and Data Security

#	Requirement	Response Code	Response/Comments
4.3.1	Utilizes Role Based Access Control or similar methodology for setting up functional and data roles	Y	Role-based security
4.3.2	Allows the system administrator to: - Configure control access to the application, modules, transactions, data and reports - Define access rights (e.g. create, read, update, delete) by user ID or functional role - Define functional access rights (e.g. processes, screens, fields, and reports) by user ID or functional role	Y	Ability to restrict user access to specific programs, access rights where available, and restrict to sensitive data where available.

#	Requirement	Response Code	Response/Comments
	Restrict access to sensitive data elements (e.g. social security numbers, banking data, etc.) by user ID, user groups or functional role		
4.3.3	Provides an audit trail with user, date, and time stamp throughout all modules, including field level change tracking (before/after values) as well as record level activity, including creation, viewing, editing, deletion and exporting (where applicable)	Y	
4.3.4	Provides the ability to view multiple levels of audit history in the application, not just the last change	Y	

4.4 Interoperability/System Interface

#	Requirement	Response Code	Response/Comments
4.4.1	Provides an Application Program Interface (API) to enable the exchange of information (both inbound and outbound) with other business applications using a variety of protocols including but not limited to JSON, XML, and other flat text/delimited sources	Y	
4.4.2	Provides security and auditing of data exported and imported via any API interface	Y	
4.4.3	Provides a configurable API such that new interfaces can be defined, or existing interfaces can be modified by an administrator without requiring the support of the software provider	N	The Proposed Tyler API toolkits create the flexibility for consumers to develop integrations tailored to their specific needs. Toolkit use requires work on the part of the Town and/or its designated vendor. The Tyler offering creates doorways into the system – including various parameters for flexibility. It does not, however, provide ad-hoc definition / modification of interfaces, or similar, at run-time.
4.4.4	Provides the ability to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions and ensures	Y	Inbound transactions will follow application business rules and get validated and show error log. Editing of field validation is not available

#	Requirement	Response Code	Response/Comments
	that transactions submitted via the API are subject to the same business rules as transactions submitted via the user interface		
4.4.5	Provides the ability to specify whether outbound interface transactions should be sent immediately or stored and forwarded at a specific time or at specific intervals	Y	Can be scheduled or run-on demand
4.4.6	Provides a notification to users of transactions that fail edits and provides a way for user to view, update, delete, and automatically resubmit transactions for processing or to be returned to the originating applications	Y	
4.4.7	Integrates or interfaces with the systems below through scheduled file exchanges and/or manually processed imports:	N/A	N/A
4.4.8	• ClearGov (budget)	Y	Assumes use of compatible import/export files
4.4.9	• DocuPhase (document management)	Y	Client is able to create the integration utilizing Tyler's Content Manager Web Service API module.
4.4.10	• Accela (BL, permitting and code enforcement cash receipts)	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.11	• OpenCounter (cash receipts)	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.12	• Vector Scheduling (Fire scheduling)	Y	Could utilize Custom Generic Export Mapping XML or flat file
4.4.13	• ESO or Telestaff/Firehouse (cash receipts)	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.14	• Police Scheduling Software Solutions (POSS) (time entry)	Y	Could utilize generic time entry import
4.4.15	• Visual Computer Solutions (VCS) (Police)	Y	Could utilize Custom Generic Export Mapping XML or flat file

#	Requirement	Response Code	Response/Comments
	Scheduling)		
4.4.16	CivicRec (cash receipts)	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.17	LabWorks (invoices))	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.18	NeoGov (recruiting)	Y	Via compatible import/export file formats and/or leveraging of applicable optionally proposed Applicant Tracking API connector included within API toolkit bundle
4.4.19	CentralSquare CommunityPlus (UB)	Y	Assumes use of compatible import/export file formats and/or leveraging of applicable API offerings
4.4.20	Chameleon (cash receipts)	Y	Assumes use of flexible journal import functionality and/or leveraging of APIs via the optionally proposed Enterprise ERP API toolkit bundle
4.4.21	InfoSend (UB bills and online payment portal)	Y	Assumes use of compatible import/export file formats and/or leveraging of applicable API offerings
4.4.22	Third-Party Benefit Providers (WorkTerra, AFLAC, UNUM, CalPERS, Deferred Comp (RHS), Basic Pacific, Claremont, Vector Solutions)	Y	Assumes use of compatible import/export file formats where applicable
4.4.23	US Bank (CAL-Cards)	Y	Assumes use of standard p-card import with Tyler's Enterprise Accounts Payable
4.4.24	Wells Fargo Bank (Banking)	Y	Assumes use of flexible journal import functionality
4.4.25	AdobeSign (electronic signature)	N	No, however CM provides an electronic signature solution.
4.4.26	DebtBook (GASB 87 and 96)	Y	Assumes use of compatible import/export files and Fixed asset module is utilized

4.5 Data Storage

#	Requirement	Response Code	Response/Comments
4.5.1	Stores data in the Continental U.S.	Y	

4.6 Data Breaches and Audit Logging

#	Requirement	Response Code	Response/Comments
4.6.1	Maintains audit logging to record access activity: • Login/logout attempts by user and workstation • User submitted transactions • Initiated processes • System overrides • Additions, changes, or deletes to application-maintained data	Y	
4.6.2	Upon discovery or reasonable belief of any data breach, notifies the City by the fastest means available, and also in writing within 24 hours. Notification should include: • The nature of the breach • The data accessed, used, or disclosed • The person(s) who accessed, used, disclosed, and/or received data (if known) • What has been done to quarantine and mitigate the breach • What corrective actions has been taken to prevent future breaches	Y	Tyler Technologies' handling of security breaches, including notification to customers, conforms to applicable state and federal law.
4.6.3	Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the City's satisfaction	Y	When possible or required by state law ordinances.
4.6.4	Provides a report containing the results of the investigation of the breach	Y	When possible or required by state law ordinances.

4.7 Disaster Recovery

#	Requirement	Response Code	Response/Comments
4.7.1	In the event of a disaster or catastrophic failure, informs the City: • Within one hour • The scale and quantity of the data loss • What Proposer has done to recover the data and mitigate any effect of the data loss • What corrective action Proposer has taken to prevent future data loss	Y	Tyler Technologies' handling of disasters or catastrophic failure will conform to Tyler's Service Level Agreement. We would be happy to talk with the City and address any concerns with Data access and security.

Section 6 Implementation Approach and Work Plan

Section 6 - Implementation Approach and Schedule

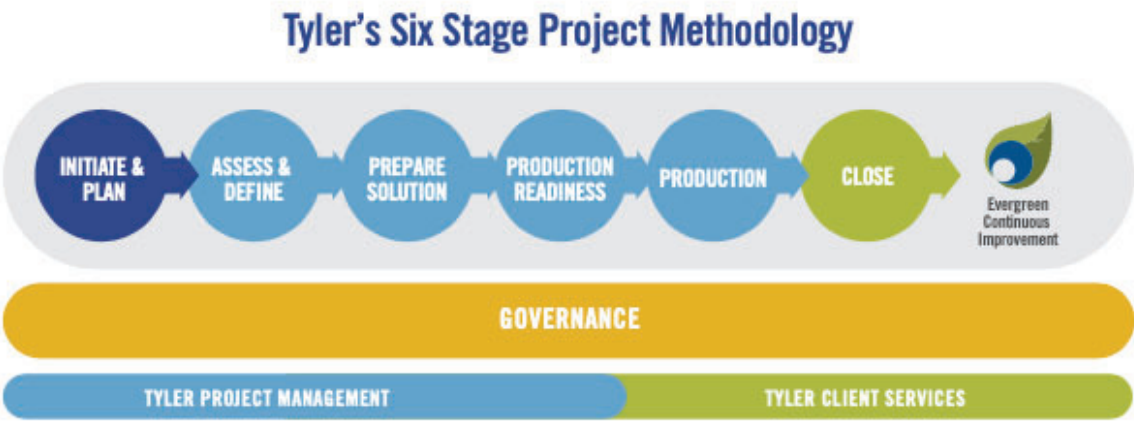
Proposers are to describe project implementation approach and schedule according to the following:

Tyler’s implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler’s methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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 Client’s complexity and organizational needs.



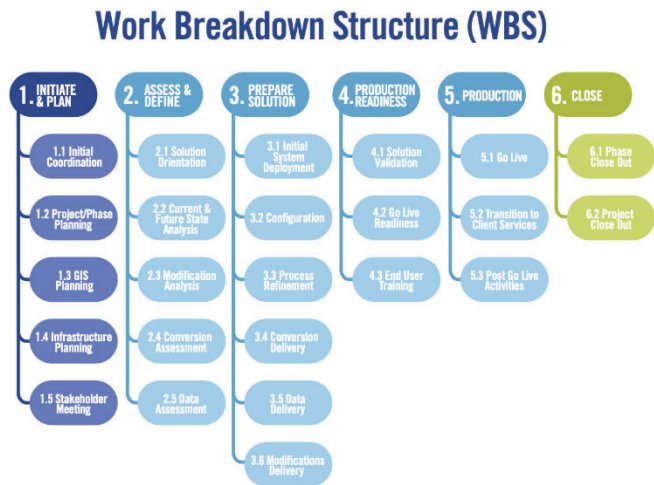
The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both the City of Yuba City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Yuba City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where City of Yuba City business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project.

6.1 Work Breakdown Structure

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 schedule, developed during project/phase planning and finalized during subsequent stages, lists 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 has been accepted by the City of Yuba City.



6.2 Project Organization

6.1 – Project Organization

- ☐ Provide a project organization chart highlighting Proposer and any subcontractor and/or third-party application provider key staff who will be assigned to the project
- ☐ Identify the responsibilities of each key staff member
- ☐ Provide resumes and references for each key staff member
- ☐ The City reserves the right to request and check references for proposed key staff

6.2.1 Project Organizational Chart

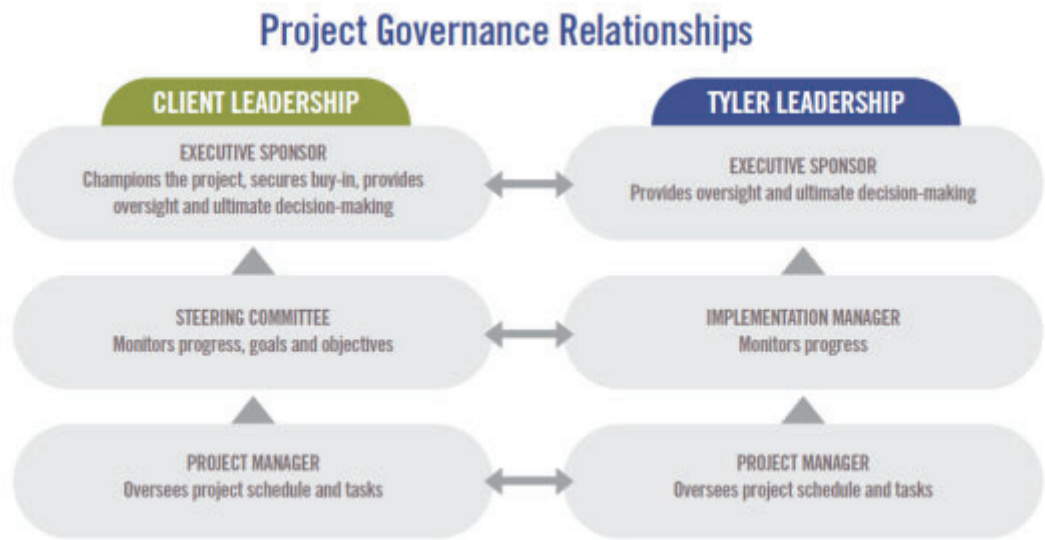
Every implementation project is comprised of both client resources and Tyler resources working together at varying levels of involvement to ensure a successful implementation. The chart below outlines each of those resource groups. Please keep in mind that some resources in your organizations may fall into multiple groups.



6.2.2 Project Governance

Communication and transparency are essential to any successful implementation. Tyler and the City resources collaborate to determine core business needs, objectives and priorities. Project teams work together to navigate challenges as they arise according to the escalation paths outlined in the organization charts.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City 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 City and Tyler executive sponsors serve as the final escalation point.



6.2.3 Tyler Resources

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions

Assembling a quality project team that suits for project needs is important. We appreciate your patience as we plan to allocate resources for your project phases. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Due to the variable duration of selection and contract processes, it is difficult for us to predict resources that would be available at project commencement.

Please see attached document, Sample Resumes.

6.3 Project Management

6.2 – Project Management

- ☐ Describe the project management methodology/approach
- ☐ Provide a Project Plan that describes your approach to Schedule Management, Cost Management, Scope Management, Communications Management, Issues Management, Risk Management, Change Management, etc.

6.3.1 Project Management

Our approach to project governance has been continuously improved during Tyler’s more than 35+ years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That’s exactly why we don’t contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project in order to staff the project with subject

matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

6.3.1.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an implementation project. As part of implementation, each new Tyler client will be provided a project portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's client services team for the first year of live processing.

6.3.1.2 Management and Scope

The Tyler project manager (PM) and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler PM(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

6.3.2 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the City of Yuba City goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

6.3.2.1 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

Phase	Module	Duration in Months	Project Plan in Months																	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Financials	12																		
2	Human Resource Management	12																		

6.3.3 Schedule Management

During the planning stage of the project, a custom project plan will be created by the project teams that will serve as a working document throughout the entire project. These teams will meet regularly throughout the project to foster communication and ensure that all tasks are on schedule. In addition, periodic reviews and

project meetings will be scheduled regularly where changes in scope, project length, or cost will be discussed.

Any change to the project plan, will be agreed to by the two project teams. The original project plan, as well as any subsequent versions of the document will be posted on the project portal and available to all project participants. This open access to project documents helps to ensure good communication among all project stakeholders.

Please reference attached Project Management Plan.

6.4 Implementation Schedule

6.3 – Implementation Schedule

As previously mentioned, the City will be using American Rescue Plan Act (ARPA) funds for this project. As such, adherence to any proposed schedule is critical. With this in mind, and considering a number of other factors, the City has identified the following base requirements pertaining to the implementation schedule:

☐ Implementation to begin approx. January 2024

☐ The COA must be implemented first

☐ The City would like to be live on payroll as soon as possible, assuming this can be done in a logical and effective manner

☐ Implementation must end by December 31, 2026

While adhering to the above, Proposers are to describe an implementation approach and schedule that addresses the following:

☐ Describe the overall implementation methodology and approach

☐ Describe the implementation schedule, including the order (phasing) of major functionality (Finance and HR), including any overlap, as well as the timing of specific modules within those phases

☐ The schedule must identify phases, tasks, activities, dates, durations, resources, deliverables, and milestones

Please reference Implementation Approach and Work Plan above for implementation methodology and approach. Phasing schedule is shown above in Proposed Project Phases. For detailed phasing and implementation schedule please reference attached City of Yuba Gantt Chart.

6.5 Implementation Support Specifics

6.4 –Implementation Support Specifics

☐ Identify the specific roles/responsibilities to be filled by Proposer, subcontractor, or thirdparty applications provider staff versus those to be filled by City staff. Include estimated level of effort for each staff person and when that person would be required (what part of implementation). Proposers should provide this information in Table 5.

NOTE - In consideration of the overall implementation scope of work, the City expects staff to be available approximately 40% of the time. As such, the Proposer team's implementation hours should be estimated accordingly. If this number changes, the City reserves the right to negotiate the amount of time to be provided by Proposer resources.

Table 5 – Roles and Level of Effort

Phase	Task	Start and End Date	Proposer Staff Role	City Staff Role	Task Hours	Work Split (% Proposer/ % City)
All	Project Management	1/1/2024-7/1/2025	Project Manager	Project Manager	3344	60%/40% with 25% Dedicated PM throughout project
All	System Administration	1/1/2024-7/1/2025	System Administrator	System Administrator	656	60%/40%
1	Financials Implementation	1/1/2024-1/1/2025	Implementation Consultant	Functional Lead(s) & Core User(s)	7965	60%/40%
1	Financials Implementation	1/1/2024-1/1/2025	Conversions Lead	Conversions Lead	705	60%/40%
2	Human Resource Management Implementation	7/1/2024-7/1/2025	Implementation Consultant	Functional Lead(s) & Core User(s)	4212	60%/40%
2	Human Resource Management Implementation	7/1/2024-7/1/2025	Conversions Lead	Conversions Lead	245	60%/40%

Describe the data conversion strategy, including what data should be converted, the number of years to convert, and the conversion methodology (extract, transform, and load). Describe previous experience with converting data.

Describe the training methodology/approach and how you ensure users are prepared to utilize the proposed solution. Include a description of how you address different learning styles (classroom, online, hands-on, etc.). The City may or may not be able to support the train-the-trainer approach, so Proposers are to identify alternatives (e.g. Proposer led training) and any related costs in RFP Appendix C – Price Sheets. The City also expects the Proposer to develop training materials tailored specifically for the City to support the training effort.

2 Describe testing methodology/approach, including the criteria, methods, and timing to ensure successful completion of user acceptance testing (UAT) prior to go live. Identify the specific roles/responsibilities pertaining to City staff vs. Proposer staff. The City expects the Proposer to develop the UAT plan and related test scripts, as well as any other testing materials necessary to support the testing effort, so Proposers are to identify any related costs in RFP Appendix C – Price Sheets.

The Implementation Approach and Work Plan section should not exceed fifteen (15) pages, excluding the project schedule.

6.6 Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

The purpose of this task is to transition the City of Yuba City’s data from your source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).



With guidance from Tyler, the City of Yuba City will review specific data elements within the system and identify and/or report discrepancies. Iteratively, Tyler will collaborate with the City of Yuba City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

6.6.1 Data Conversion Standards & Responsibilities

While Tyler’s data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

6.7 Tyler Training Plan

Everyone’s learning style is different. That’s why Tyler offers several training formats to accommodate our diverse clients’ needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources

receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.

6.7.1 Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user, whiteboard, printer in the room or nearby, and one computer connected to a projector.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

6.7.2 Responsibilities

Tyler knows the value of being prepared for the use of our software in production. Our goal is to partner with you and lend our expertise based on experience, in order to allow your resources to be successful at go-live.



Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate

the information they learn to others in your organization if or when necessary.

6.7.3 Train the Trainer versus Tyler Led End User Training

Tyler has implemented all projects with either Train the Trainer (TTT) or Tyler-Led End User Training. In both case, Tyler proposes several hours/days for each application. During the project planning stage for each application, these days will be broken up and the detailed tasks will be spelled out as well as the days/hours

included for each task will be outlined. Tyler's standard preferred approach is TTT, and our Investment Summary includes a TTT, not Tyler-led End User Training approach.

Tyler-led End User Training sessions consist of training end users on the specific processing and reporting tasks they will be responsible for. Attendees will need computers and hands on training will be done at this time. One of the primary benefits of Tyler-led End User Training is freeing up Core Team time to allow for completion of final tasks before Go-Live such as conversions proofing. We often hear from our clients that as Implementation is wrapping up End User training and creation of documentation for said training becomes a secondary thought. Conversely, Tyler-led End User Training sessions may cause Core Power Users to take less ownership of the process.

The Train the Trainer approach allows your resources (the Power Users and Functional Leaders) to be involved in the initial training and software configuration while limiting the amount of time that End Users are involved in the project. Product Documentation, Hands on Training, Assigned Homework, Parallel Processing, and Testing Plans will all be employed to educate your resources. Tyler always tailors' sessions to the participants, offering different levels of detail to users based on their use of the system and role.

In the TTT Approach, the Power Users and Functional Leaders are responsible for conducting training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. Additionally, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, Technical Support, State User Groups, Annual User Conference, client resources, knowledge articles and online help.

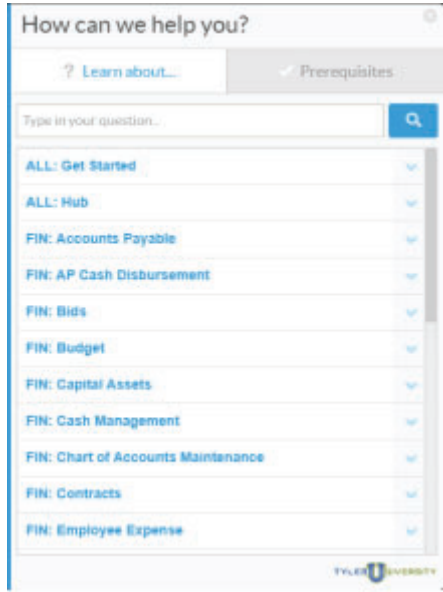
In both Train the Trainer and the Tyler-Led End User Training approaches, Tyler recommends training class sizes for end users to be no larger than 10-12 users per class. The most important thing is each person being trained has access to their own computer and they are in an environment away from their normal tasks. Our vast experience has also taught us that end users with access to customized training manuals, based on their site's policies and procedures, retain information better and are more self-directed when doing work within the system following Go-Live. Access to these desk top procedure manuals aids in tempering the anxiety many end users feel about changing over to a new system.

6.7.4 Training Documents

Enterprise ERP applications include context-sensitive online help that provides field-level and procedural information to assist your resources in completing program tasks. When you are in a program and open help, the program displays a help screen generally consisting of an overview of the program or the selected program screen, procedures for completing the tasks within the program, and descriptions of the fields on the screen. The online help also includes a table of contents, from which you can select help for other programs within a product, review release notes, and access related resources.



Help links to client resources and knowledge articles allowing for immediate access to additional information and resources directly from the help screen, as well as to Enterprise ERP Technical Support, for ease in requesting assistance from an Enterprise ERP expert. Online help is not customizable to clients.



Tyler incorporates computer-based training into our Training and Knowledge Transfer. Tyler U (University) delivers prerequisite and baseline information to all project participants. This approach allows Tyler’s Implementation Consultants to focus on more complex subjects and to focus on ensuring that all participants are moving along at the same pace. Tyler U is included for all clients at no additional charge.

What makes Tyler U so invaluable in the learning process is that it overlays your Production, Train, and Test databases. This means that the coursework is using your actual data that is specific to the user’s work. In addition, it does not require user management, usernames, or passwords since the classes are taken directly from the programs and the associated user permissions are already applied. Tyler U also submits a weekly report on classes taken and provides the information directly so an assessment can be performed as to the level of study and difficulty that is ongoing.

Tyler Hub is a powerful platform that can improve the efficiency of all Enterprise ERP users. By connecting powerful and diverse data sources, Tyler Hub enables you to monitor key processes, quickly execute routine tasks and eliminate time-consuming data searches. Tyler Hub is built on a series of preconfigured cards designed to visualize standard sets of data for various job functions and tasks. Select from the sets of cards — or content packs — for accounts payable, asset management, payroll, utility billing, human resources, purchasing, inventory, and more. Users have the option to adjust the data as needed and specify how it is presented — or simply to use the cards as they are.



A Hub page can be assembled to focus on a specific process such as hiring or benefit tasks or can be configured to reach across Enterprise ERP solutions to combine cards from Utility Billing, Accounts Receivable, and the General Ledger. A page can combine data analytics, reporting, and task functions, and users can add modify and add pages to their platform stack as their job functions evolve. Real-time data analytics and active links give Hub users an advantage. Instead of taking the time to open multiple programs to find data, Hub centralizes the data you need and makes it instantly accessible — quickly click on line items to access transactional details, locate a site on a map, approve or reject a transaction, or other action. By having everything visible and accessible, Hub users have more time to analyze their data rather than searching for it.

Finally, Tyler also maintains a complete set of documentation that is available to all users through our client resources, including our knowledge articles with our knowledge centered service focus. Our client resources provide users with a single, easily accessible location to find all existing documentation on the Tyler product(s). Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises and much more.

Tyler does not provide custom documentation to our clients as part of the traditional implementation process. Custom documentation is available through our Business Process Consulting offering. If you would like more information about this service, please ask your Sales Account Executive. However, Tyler's implementation methodology supports the creation of custom documentation by your project team members as a training method and tool, which helps to reinforce the transfer of knowledge to resources during all phases of the project.

6.8 Solution Validation

Making sure your new system works the way you need it to be is paramount to the success of the implementation. Tyler's quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive validation plan is set in place and may include system infrastructure audits, conversions, and modification delivery.

A controlled environment is created for high-level product modification validation, import and export interface, functional flow, and reliability.

The goal of validation is for end users to gain extensive product experience, develop a high level of confidence in Tyler's products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- Modifications are delivered and fully integrated into the solution
- A managed issues list is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

Section 7 Ongoing Maintenance and Support

Section 7 – Ongoing Maintenance and Support

7.1 Help Desk

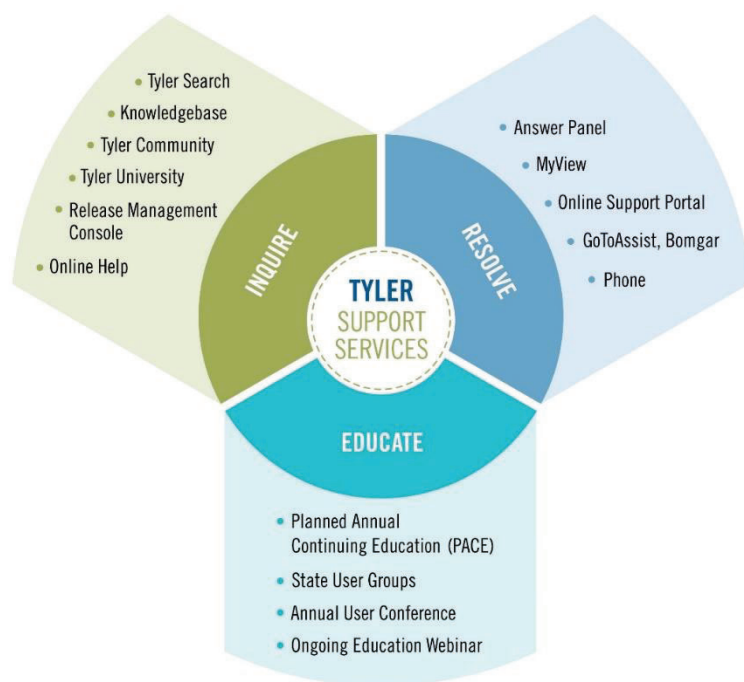
7.1 – Help Desk

- ☐ *Help desk location(s), staffing, ticketing system utilized, processes, and procedures*
- ☐ *Ticket prioritization, response time commitments, and escalation procedures*
- ☐ *Support hours (in Pacific Time)*
- ☐ *Number of help tickets per year and average resolution time by priority level*

Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that's why 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 and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal.

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.



- **Tyler Search** – an online query tool that provides answers for your questions by culling through all Tyler’s online resources using Knowledge Centered Service
- **Tyler Knowledgebase**- a documentation library in a single, easily accessible location
- **Tyler Community** – Tyler’s online forum available 24/7
- **Tyler University**- Tyler’s e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console**- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues
- **Online Help**- context sensitive field help and procedural information to assist your team in completing program tasks
- **Answer Panel**- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.
- **MyView**- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- **Online Support Portal**- log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar**- remote assistance from Support used to connect to your desktop
- **Phone**- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- **State User Groups** – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference** – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

7.1.1 Focused by Application

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support’s goal is to return all requests for Support within one business hour.

SUPPORT TEAM	STANDARD DAYS	STANDARD HOURS
Enterprise ERP Financials	Monday – Friday	8:00 AM – 9:00 PM EST
Enterprise ERP Payroll/HR	Monday – Friday	8:00 AM – 9:00 PM EST
Federal and State Reporting	Monday – Friday	8:00 AM – 6:00 PM EST
Enterprise ERP Revenue & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Enterprise ERP Tax Billing & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Enterprise ERP Utility Billing & Collections	Monday – Friday	8:00 AM – 8:00 PM EST
Enterprise Forms, Content Manager & Reporting Services	Monday – Friday	8:00 AM – 9:00 PM EST
System Management Services	Monday – Friday	8:00 AM – 9:00 PM EST
Systems Management SaaS**	Monday – Friday	8:00 AM – 8:00 PM EST
Support resources are available 8:00 AM – 5:00 PM across four standard time zones (EST, CST, MST, and PST) and staffing is consistent to support the volume of cases throughout the business day.		

*Systems Management Services are available one Saturday per month for upgrades.

**On-call service after hours

7.1.2 Incident Tracking

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description, correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

CRITICAL		Response ~ 1 Business Hour - Resolution within 1 Business Day Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.
HIGH		Response ~ 4 Business Hours - Resolution within 10 Business Days A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionality is not working.
MEDIUM		Response ~ 1 Business Day - Resolution in Next Release Issue is non-severe, occasional, or only affects one user, and there is an existing circumvention procedure.
LOW		Response ~ 2 Business Days - Resolution in Future Release Incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.

*Please see Tyler's Terms & Conditions for additional details.

Last year we fielded 190.487 incidents. 64% were responded to within one hour of the client's contact. 23% of incidents were resolved within one hour of the client's contact.

Below are the resolution times, in days, by level of criticality thus far for 2023

	1 - Critical	2 - High	3 - Medium	4 – Non-Critical
Financials	1	2	2	2

Human Resource Management	1	2	2	1
Reporting Services	2	3	3	1
Revenue	3	3	3	2
TSM	1	3	4	1
TSM ExecuTime	1	3	3	1
TSM SaaS	1	2	2	4
Tyler Forms & TCM	2	4	4	1
Utility Billing	2	3	1	6

7.1.3 Software Updates & Maintenance

Tyler deploys industry leading technology and features that are continually enhanced through a process of perpetual upgrades as part of our Evergreen Philosophy. This includes a continuous stream of significant, yet manageable updates deployed over the life of the application with minimal disruption to our clients.

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly.

7.2 System Monitoring

7.2 – System Monitoring

Describe how the system will be monitored and how and when the City will be informed of system performance issues, etc.

Tyler hosting services include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity. Tyler employs a variety of industry standard solutions for monitoring and intrusion detection and prevention. A variety of routine scans are performed regularly including vulnerability scans, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for 3rd party for DDoS detection and mitigation.

To effectively protect Tyler's business and the client data in our care, a Security Incident Response Procedure is in place, defines employee responsibilities, and is available to all employees. Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to customers, conforms to applicable state and federal law.

Design, implementation, and maintenance of the IRP are the responsibility of Tyler's Information Security Office. The IRP establishes procedures for responding to and reporting of security incidents. A Post Incident Review is conducted once a threat has been successfully eliminated. The Incident Response Plan is tested no less than annually.

Tyler regularly monitors the networks, systems, environments, and applications within its control. As part of that monitoring, if Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information.

Further information regarding Tyler's incident response plan can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

7.3 Post-Implementation Evaluation Report (PIER)

7.3 – Post-Implementation Evaluation Report (PIER)

Proposers must develop one PIER six months after the Finance implementation and one six months after the HR implementation. Describe how Proposer would support these PIER assessments, including the expected PIER content, how gaps in system utilization would be identified, and how those gaps would be addressed through additional training [minimum one full week (40 hours) of Proposer led, onsite training after each of the two implementations].

As part of your implementation project, Enterprise ERP proposed post-implementation evaluation. We recognize your desire to engage a lifecycle plan with Tyler. We have proposed reserved resources to carry out the post-implementation analysis and recommendations, as well as resources to carry out the recommendation made during analysis for each phase. Please reference the included investment summary for the associated cost.

7.4 Application Upgrades

7.4 – Application Upgrades

Describe the upgrade process, including:

o Identify the frequency of upgrades over the past two (2) years

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly.

o Identify the typical upgrade schedule

Tyler Technologies employs a comprehensive and easy-to-use Release Life-Cycle Policy for its software. The release life-cycle policy is designed to balance clients' need for flexibility and stability, while meeting the demands for strategic product enhancements. This policy benefits clients by providing:

- Consistent and predictable product release timelines and maturity levels
- The ability to accurately budget, plan, and schedule upgrade resources around major processing events
- The assurance of continually operating on a fully supported release

Each application upgrade release evolves through the following phases as part of the Release Life-Cycle Policy.

Early Adoption (EA). Release is available to select clients participating Tyler's Early Adopter Program. This 'real world' testing enables Tyler to deliver the highest quality, customer-tested releases. This phase takes place 1-2 months prior to General Availability.

General Availability (GA). Release is available to all clients for installation and actively supported. This phase lasts 12-15 months before a version is retired.

Product Retired (PR). Release receives minimal support services and no development activity. Clients must upgrade to a newer release to receive future update.

o Describe the testing performed on potential upgrades

Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

Clients are responsible for testing against their own environment. However, Tyler provides several resources to assist users in learning about and training users on new functionality including webinars, "what to test" documents, and detailed release notes.

o Describe how upgrades would be performed

Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy.

Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental update packages clients can install on their own. Update packages can be manually installed or scheduled for automated installation. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from.

o Describe any downtime related to upgrades

Applications are typically unavailable to end-users during the upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Installation of application upgrades can take up to several hours; application updates typically range between several minutes to an hour.

o Describe how the City would be notified of such upgrades and how much lead time would be provided

Tyler provides several resources to receive information regarding upcoming releases. Tyler Community provides a secure, online setting where clients can subscribe to release update notifications. Release notes are published for all applications. Tyler also regularly provides free webinars highlighting new features and functionality included in application releases.

o Describe the City's ability to delay, test, accept, and/or deny applying upgrades

Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Clients can choose to upgrade to each new release or to skip releases if they upgrade once per year.

7.5 Change Management

7.5 – Change Management (post implementation)

☑ Describe the post-implementation Change Management process

Code Administration & Updates

Tyler will work with your project team to load any fixes, customizations, and code required during the project. All of these items are accessed through Tyler Deploy. Tyler will train your resources on the use of this utility, will assist and guide as needed during the project. Any changes that occur in the proposed processing is discussed and tested by your personnel to ensure that a detailed knowledge transfer occurs.

Implementation Support

During implementation, Tyler's project team will act as your primary support. Tyler's client services teams are available to assist with any issues that arise but will typically be involved by the Tyler project team resources.

Go Live Support

Tyler's project team resources will assist through the transition from implementation to live processing with Munis. Project team members will be on-site during the go live, as well as during identified critical process during the first 30 – 45 days of production. This is meant to ensure that your implementation is successful and is capable of conducting all aspects of business using Munis.

Support Account Management

Tyler believes that product support is a critical aspect of the work that we do, and we provide substantial resources, tools, and collaboration options for our clients. In addition to these options, we provide client direction during the important transition from implementation to go-live through the use of specialized Support Account Management (SAM). Our SAM process is designed to guide new clients during the first year of live processing in Munis. During the implementation process, each client develops a strong relationship with their assigned Munis implementation team. In order to facilitate the transition process to the Munis support team after go-live, Tyler developed our SAM team to help plan for key processes and build new relationships with the 100+ client services team members. SAM's proactive team members work to aid new clients with:

- Understanding the support tools and processes
- Preparing for key processes (fiscal year end, budgeting, reconciliation, first upgrade)
- Staying current with Munis releases and the life cycle of each version; enabling clients to take advantage of new functionality
- Utilizing custom modifications fully and to fulfill any unique business practices/goals post-live

Each client is assigned a product SAM, who proactively works for the client on upcoming key processes, provides insight and advice for success.

Help Desk Strategy

Please refer to the client services section of this RFP for information on Tyler's client services and post implementation tools available.

7.6 User Group/Conferences

7.6 – User Groups/Conferences

☐ Identify any solution user groups and/or user conferences including frequency and location of events, topics, etc.

The Ongoing Maintenance and Support section should be no longer than ten (10) pages.

7.6.1 Local User Groups

Tyler clients benefit from networking and peer-to-peer collaboration through local user groups. The majority of user groups are run by clients, who set the meeting agenda, location and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides staff to demonstrate new functionality and assist with materials and collateral. During the sessions, Tyler representatives collect important feedback and report back to product managers. Many clients form lasting connections with other Tyler users within these groups and help to make each other better users of the software.

7.6.2 Annual User Conference

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Tyler was able to quickly pivot in the spring of 2020, with the global pandemic, to move all our classes virtually. As of this year, Tyler has over 4700 registrants and over 600 classes being offered on our virtual platform for our annual conference.

Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

Section 8 Pricing

Section 8 – Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the implementation and ongoing maintenance of the proposed system.

To address pricing, the City will provide a copy of RFP Appendix B – Price Sheets - in MS Excel. To address this section, Proposers must complete all the price sheets in Appendix B.

Proposers must itemize all costs associated with the implementation and ongoing maintenance. The City will evaluate information based on the “Total Cost to Implement (TCI)” and the “Total Cost to Operate (TCO).” TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual hosting fees.

The Proposer’s implementation pricing must identify all costs required to include:

☐ *Implementation Services*

☐ *Project management*

☐ *Software configuration*

☐ *Data conversion and migration*

☐ *Interface development*

☐ *Training and documentation*

☐ *Testing*

☐ *Go-Live*

☐ *Travel*

The Proposer’s ongoing hosting (SaaS) prices should clearly identify the annual costs for five (5) years to include:

☐ *Hosting*

☐ *Post Implementation Evaluation Report (PIER) and associated training (one six months after the Financial implementation and one six months after the HR implementation) The City will evaluate Proposer price information based solely off the information provided in Appendix B. Appendix B includes space for Proposers to identify any assumptions or comments that will ensure the City understands what is being proposed.*

NOTE: In their assumptions, Proposer’s must identify when the ongoing hosting costs are due and payable for their SaaS solutions.

8.1 Appendix B

Please reference the following pages.

Proposer Name: Tyler Technologies

Description	Annual Hosting Fees					Vendor Notes and/or Assumptions
	Year 1	Year 2	Year 3	Year 4	Year 5	
Financial Modules						
Accounting	\$ 34,812	\$ 34,812	\$ 34,812	\$ 34,812	\$ 34,812	
Accounts Payable	\$ 10,392	\$ 10,392	\$ 10,392	\$ 10,392	\$ 10,392	
Assets Mobile	\$ 3,075	\$ 3,075	\$ 3,075	\$ 3,075	\$ 3,075	
Bid Management	\$ 4,488	\$ 4,488	\$ 4,488	\$ 4,488	\$ 4,488	
Budgeting	\$ 10,392	\$ 10,392	\$ 10,392	\$ 10,392	\$ 10,392	
Capital Assets	\$ 10,029	\$ 10,029	\$ 10,029	\$ 10,029	\$ 10,029	
Cash Management	\$ 7,113	\$ 7,113	\$ 7,113	\$ 7,113	\$ 7,113	
Contract Management	\$ 4,483	\$ 4,483	\$ 4,483	\$ 4,483	\$ 4,483	
eProcurement (Vendor Access & Punch	\$ 6,305	\$ 6,305	\$ 6,305	\$ 6,305	\$ 6,305	
Project & Grant Accounting	\$ 7,504	\$ 7,504	\$ 7,504	\$ 7,504	\$ 7,504	
Purchasing	\$ 17,105	\$ 17,105	\$ 17,105	\$ 17,105	\$ 17,105	
Accounts Receivable	\$ 8,702	\$ 8,702	\$ 8,702	\$ 8,702	\$ 8,702	
Cashiering	\$ 13,213	\$ 13,213	\$ 13,213	\$ 13,213	\$ 13,213	
General Billing	\$ 4,909	\$ 4,909	\$ 4,909	\$ 4,909	\$ 4,909	
ACFR Statement Builder	\$ 5,801	\$ 5,801	\$ 5,801	\$ 5,801	\$ 5,801	
Subtotal - Finance Modules	\$ 148,323	\$ 148,323	\$ 148,323	\$ 148,323	\$ 148,323	
Human Resources (HR) Modules						
Employee Expense Reimbursement	\$ 3,915	\$ 3,915	\$ 3,915	\$ 3,915	\$ 3,915	
Human Resources & Talent Mgt.	\$ 6,175	\$ 6,175	\$ 6,175	\$ 6,175	\$ 6,175	
Payroll with Employee Access	\$ 8,964	\$ 8,964	\$ 8,964	\$ 8,964	\$ 8,964	
Recruiting	\$ 1,423	\$ 1,423	\$ 1,423	\$ 1,423	\$ 1,423	
Time & Attendance w/Mobile Access	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,025	up to 350 employees
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - HR Modules	\$ 29,502	\$ 29,502	\$ 29,502	\$ 29,502	\$ 29,502	
Other Modules (i.e. system tools, reporting, etc.)						
Content Manager Core incl. Onboarding	\$ 11,141	\$ 11,141	\$ 11,141	\$ 11,141	\$ 11,141	
Enterprise Analytics & Reporting w/ Exec	\$ 17,928	\$ 17,928	\$ 17,928	\$ 17,928	\$ 17,928	
Enterprise Forms Processing (incl. Comr	\$ 6,419	\$ 6,419	\$ 6,419	\$ 6,419	\$ 6,419	
Hardware Annual Maintenance Fee	\$ 566	\$ 566	\$ 566	\$ 566	\$ 566	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - Other Modules	\$ 36,054	\$ 36,054	\$ 36,054	\$ 36,054	\$ 36,054	
Annual Fee Discount	\$ (21,332)	\$ (21,332)	\$ (21,332)	\$ (21,332)	\$ (21,332)	
Total Application Hosting Fees	\$ 192,547	\$ 192,547	\$ 192,547	\$ 192,547	\$ 192,547	

Proposer Name:

Financial Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ 105,600	25% Dedicated Project Management, 12 months for Financials with overlap for HCM
Configuration	456	\$ -	\$ 94,050	blended rate calculated and inserted into Implementation Fee
Testing	273	\$ -	\$ 56,300	blended rate calculated and inserted into Implementation Fee
Training	912	\$ -	\$ 188,100	blended rate calculated and inserted into Implementation Fee
Go Live Support	183	\$ -	\$ 37,750	blended rate calculated and inserted into Implementation Fee
Custom Report Development-As Needed	40	\$ 200.00	\$ 8,000	remote, as needed, can be used for either phase (total 80 hours)
PIER	60	\$ 225.00	\$ 13,500	
Post Go-Live Support	40	\$ 225.00	\$ 9,000	
Pcard Import Format	-	\$ -	\$ 5,500	flat fee
Executive Insights Implementation	-	\$ -	\$ 8,400	flat fee
Subtotal - Finance Modules Implementation	1,964		\$ 526,200	

Human Resources (HR) Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ 70,400	25% Dedicated Project Management, overlap with Financials - 20 month total PM Services
Configuration	228	\$ -	\$ 47,025	blended rate calculated and inserted into Implementation Fee
Testing	136	\$ -	\$ 28,050	blended rate calculated and inserted into Implementation Fee
Training	456	\$ -	\$ 94,050	blended rate calculated and inserted into Implementation Fee
Go Live Support	92	\$ -	\$ 18,975	blended rate calculated and inserted into Implementation Fee
Custom Report Development - As Needed	40	\$ 200.00	\$ 8,000	remote, as needed, can be used for either phase (total 80 hours)
PIER	60	\$ 225.00	\$ 13,500	
Post Go-Live Support	40	\$ 225.00	\$ 9,000	
	-	\$ -	\$ -	
Subtotal - HR Modules Implementation	1,052		\$ 289,000	

Other Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	Included above
Configuration	76	\$ -	\$ 15,675	blended rate calculated and inserted into Implementation Fee
Testing	45	\$ -	\$ 9,275	blended rate calculated and inserted into Implementation Fee
Training	152	\$ -	\$ 31,350	blended rate calculated and inserted into Implementation Fee
Go Live Support	31	\$ -	\$ 6,400	blended rate calculated and inserted into Implementation Fee
Other (add as necessary)	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Other Modules Implementation	304		\$ 62,700	
Total - All Implementation Services	3,320		\$ 877,900	

Proposer Name:

Data Conversion					
Item	Hours / Module	Rate	Conversion Fee	Conversion Assumptions	
Capital Assets Import Hours	20	\$ 200.00	\$ 4,000		
COA Import Hours	12	\$ 200.00	\$ 2,400		
Payroll Accruals Import Hours	8	\$ 200.00	\$ 1,400		
Payroll Deductions Import Hours	12	\$ 200.00	\$ 2,100		
Position Control Import Hours	8	\$ 200.00	\$ 1,400		
Accounting Conversion	-	\$ -	\$ 5,000	flat fee	
Accounts Payable Conversion			\$ 10,300	flat fee	
Contracts Conversion			\$ 5,000	flat fee	
Project Accounting			\$ 5,000	flat fee	
Purchase Orders			\$ 6,000	flat fee	
Human Resources Management			\$ 14,300	flat fee	
General Billing	-	\$ -	\$ 9,800	flat fee	
	-	\$ -	\$ -		
Total - Conversion	60		\$ 66,700		

Proposer Name:

3rd Party Product Description		Cost	Notes / Assumptions
Barcode Printer Kii	\$	1,445	1 quoted
Barcode Scanner - NX6 Rugged Mobile Scanning Device	\$	1,695	1 quoted
Cash Drawer	\$	260	1 quoted
Hand Held Scanner - Model 1950GSR	\$	450	1 quoted
Hand Held Scanner Stand	\$	30	1 quoted
Printer (TM-S900011)	\$	1,623	1 quoted
Touchscreen 10: Barcode Reader	\$	2,510	1 quoted
	\$	-	maintenance for hardware can be found on Application annual costs
	\$	-	
	\$	-	
Total - 3rd Party Products	\$	8,013	

Proposer Name:

Product/Solution Description		Cost	Notes / Assumptions
Recruiting		\$ -	proposed within scope - detailed cost and hours can be found on investment summary
Onboarding		\$ -	
Other		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Total - Other or Optional Offerings		\$ -	

Proposer Name:[illegible]

Resource Category	Hourly Rate	Notes / Assumptions
Project Manager	\$ -	25% dedicated PM services \$8800/month
Trainer	\$ -	\$200 remote, \$225 onsite
Data Conversion Specialist	\$ -	Conversions quoted as flat fee
Programmer	\$ 250.00	
Business/Systems Analyst	\$ -	\$200 remote, \$225 onsite
Testing Specialist	\$ -	\$200 remote, \$225 onsite
Other (add as necessary)	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

8.2 Tyler Investment Summary

Please reference the following pages.



Quoted By: Jennifer Wahlbrink
Quote Expiration: 10/22/23
Quote Name: City of Yuba City-ERP-Munis
Quote Description: 7-17-23 City of Yuba City, CA v.1
SaaS Term 5.00

Sales Quotation For:

City of Yuba City
1201 Civic Center Blvd
Yuba City CA 95993-3005
Phone: +1 (530) 822-4609

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	320	\$ 34,812.00
Accounts Payable	1	96	\$ 10,392.00
Assets Mobile	1	32	\$ 3,075.00
Bid Management	1	64	\$ 4,488.00
Budgeting	1	128	\$ 10,392.00
Capital Assets	1	112	\$ 10,029.00
Cash Management	1	80	\$ 7,113.00
Contract Management	1	64	\$ 4,483.00
eProcurement (Vendor Access and Punch-Out)	1	64	\$ 6,305.00
Project & Grant Accounting	1	96	\$ 7,504.00
Purchasing	1	288	\$ 17,105.00
Human Resources Management			
Employee Expense Reimbursement	1	112	\$ 3,915.00
Human Resources & Talent Management	1	176	\$ 6,175.00
Payroll with Employee Access	1	336	\$ 8,964.00
Recruiting	1	32	\$ 1,423.00
Time & Attendance w Mobile Access - Up to 350 Employees	1	256	\$ 9,025.00

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TOTAL

\$ 944,600.00

\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Discount	Unit	Total Price	Maint/SaaS	Unit	Maint/SaaS	Discount	Unit	Total
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00		\$ 1,445.00	\$ 145.00		\$ 145.00	\$ 0.00		\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00		\$ 1,695.00	\$ 170.00		\$ 170.00	\$ 0.00		\$ 170.00
Cash Drawer	1	\$ 260.00	\$ 0.00		\$ 260.00	\$ 0.00		\$ 0.00	\$ 0.00		\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00		\$ 450.00	\$ 0.00		\$ 0.00	\$ 0.00		\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00		\$ 30.00	\$ 0.00		\$ 0.00	\$ 0.00		\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00		\$ 1,623.00	\$ 0.00		\$ 0.00	\$ 0.00		\$ 0.00
Touchscreen 10: Barcode Reader	1	\$ 2,510.00	\$ 0.00		\$ 2,510.00	\$ 251.00		\$ 251.00	\$ 0.00		\$ 251.00
TOTAL					\$ 8,013.00						\$ 566.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 191,981.00
Total Tyler Services	\$ 944,600.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 8,013.00	\$ 566.00
Summary Total	\$ 952,613.00	\$ 192,547.00
Contract Total	\$ 1,913,084.00	
Estimated Travel Expenses excl in Contract		
Total	\$ 48,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

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Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Accounts Payable	1	\$ 10,300.00	\$ 0.00	\$ 10,300.00
Contracts	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Project Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Purchase Orders	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
Revenue Management				
General Billing	1	\$ 9,800.00	\$ 0.00	\$ 9,800.00
TOTAL				\$ 55,400.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	1	160	\$ 10,194.00
Time & Attendance Import	1	0	\$ 1,682.00
Civic Services			
My Civic	1	160	\$ 9,100.00
Data Insights			
Capital Projects Explorer	1	0	\$ 7,150.00
Open Finance	1	0	\$ 13,650.00

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Integrations

API Toolkit Bundle	1	96	\$ 20,195.00
SnapLogic - Up to 5 Integrations	1	1996	\$ 2,600.00

TOTAL: **2412** **\$ 64,571.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Onsite Implementation	604	\$ 225.00	\$ 0.00	\$ 135,900.00	\$ 0.00
Remote Implementation	1808	\$ 200.00	\$ 0.00	\$ 361,600.00	\$ 0.00
TOTAL				\$ 505,900.00	\$ 0.00

Optional Transaction Fees

Enterprise ERP Payments	
Tyler Enterprise Payments	

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS Discount	Unit Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	48	\$ 185.00	\$ 0.00	\$ 8,880.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 18,810.00

TOTAL **\$ 8,880.00** **\$ 18,810.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 34,812.00	\$ 3,481.00	\$ 31,331.00
Accounts Payable	\$ 10,392.00	\$ 1,039.00	\$ 9,353.00
Assets Mobile	\$ 3,075.00	\$ 308.00	\$ 2,767.00
Bid Management	\$ 4,488.00	\$ 449.00	\$ 4,039.00
Budgeting	\$ 10,392.00	\$ 1,039.00	\$ 9,353.00
Capital Assets	\$ 10,029.00	\$ 1,003.00	\$ 9,026.00
Cash Management	\$ 7,113.00	\$ 711.00	\$ 6,402.00
Contract Management	\$ 4,483.00	\$ 448.00	\$ 4,035.00
eProcurement (Vendor Access and Punch-Out)	\$ 6,305.00	\$ 631.00	\$ 5,674.00
Project & Grant Accounting	\$ 7,504.00	\$ 750.00	\$ 6,754.00
Purchasing	\$ 17,105.00	\$ 1,711.00	\$ 15,394.00
Human Resources Management			
Employee Expense Reimbursement	\$ 3,915.00	\$ 392.00	\$ 3,523.00
Human Resources & Talent Management	\$ 6,175.00	\$ 618.00	\$ 5,557.00
Payroll with Employee Access	\$ 8,964.00	\$ 896.00	\$ 8,068.00
Recruiting	\$ 1,423.00	\$ 142.00	\$ 1,281.00
Time & Attendance w Mobile Access - Up to 350 Employees	\$ 9,025.00	\$ 903.00	\$ 8,122.00
Revenue Management			
Accounts Receivable	\$ 8,702.00	\$ 870.00	\$ 7,832.00
Cashiering	\$ 13,213.00	\$ 1,321.00	\$ 11,892.00
General Billing	\$ 4,909.00	\$ 491.00	\$ 4,418.00
Content Management			
Content Manager Core includes Onboarding	\$ 11,141.00	\$ 1,114.00	\$ 10,027.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights Additional	\$ 17,928.00	\$ 1,793.00	\$ 16,135.00
Enterprise Forms Processing Software (including Common Form Set)	\$ 6,419.00	\$ 642.00	\$ 5,777.00
Subscription Fees			
ACFR Statement Builder	\$ 5,801.00	\$ 580.00	\$ 5,221.00

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TOTAL

\$ 213,313.00 \$ 21,332.00 \$ 191,981.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 40% Client and 60% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded,

Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/execute-time-clock-terms>.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Contracts conversion includes: Standard

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Section 9 Software Licensing and Maintenance Agreements

Section 9 – Software Licensing and Maintenance Agreements

To address this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer's solution.

9.1 Sample Contract

Please reference the following pages.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service 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 **INSERT CLIENT NAME**.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed 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 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto 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 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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“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 – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) 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.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. 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).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 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;
 - 9.4 make available to you all 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
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement,

including with non-licensed third parties, or your willful infringement.

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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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 (a) 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

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) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(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 H – 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 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment

to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.
20. 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.
21. 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.
22. 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.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

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

INSERT CLIENT NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

INSERT CLIENT NAME

CLIENT ADDRESS

CLIENT ADDRESS

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and 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 Best Practice Recommendations, 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 this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. 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 initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

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 fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

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

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services 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 as 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 available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State 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

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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 Third Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services requires inclusion of a Cornerstone Statement of Work.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or

accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

Name	Alicia B.	
Title	Project Manager	
Education	California State University, East Bay B.A. in Business Administration with an Emphasis Operations and Resource Management	
Office Location	Fresno, CA	
Tenure	3 years	
Previous Experience	OnePoint HCM (Kronos partner) HRIS Implementation Specialist Pridestaff, Inc. Payroll Support and Training Specialist	
Reference Projects	Redlands, CA Burlingame, CA Yorba Linda, CA Simi Valley, CA Independence, MO	Muscogee Creek Nation, OK Long Beach, CA Cathedral City, CA Gilroy, CA

Name	Ryan F.	
Title	Project Manager	
Education	The University of Arizona Bachelor of Science, Business Administration with Honors, Management Information Systems and Entrepreneurship Majors	
Office Location	Tuscon, AZ	
Tenure	9 years	
Previous Experience	Tyler Technologies Implementation Consultant Volunteer Southern Arizona Manager of Information Systems	
Reference Projects	Irving, TX South Coast Water District, CA	Coconino County, AZ

Name	Veronica B.	
Title	Implementation Consultant	
Education	Georgia State University MBA	
Office Location	Atlanta, GA	
Tenure	8 years	
Previous Experience	City of Alpharetta, HRIS Administrator/Project Manager City of Alpharetta, HRIS and Compensation Specialist	
Reference Projects	Transylvania County, NC Camden County School District, GA Collier County Sheriff's Office, FL Commonwealth of the Northern Mariana Islands (CNMI), MP Lenoir County, NC	Duplin County, NC Troup County School District, GA Morgan County, AL Pasco County Clerk of Courts, FL Hall County Schools, GA

Name	Amanda I.	
Title	Implementation Consultant	
Education	Colorado State University Degree in Biological Science with a Concentration in Secondary Education	
Office Location	Colorado Springs, CO	
Tenure	2 years	
Previous Experience	Widefield School District #3 High School Science Teacher	
Reference Projects	Cucamonga Valley Water District, CA Las Virgenes Municipal Water District, CA Fontana, CA	Redlands, CA Burlingame, CA

Name	Bill S.	
Title	Implementation Consultant	
Education	Indiana State University Bachelor's of Science in Finance	
Office Location	Mesa, AZ	
Tenure	20 years	
Previous Experience	Tyler Technologies Munis Implementation Consultant	
Reference Projects	Visalia Unified School District, CA	Gilroy, CA
	Lubbock County, TX	Alameda, CA
	San Bernardino Municipal Water Department, CA	Sugar Land, TX

Project Management Plan

Tyler Technologies

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Introduction

All successful implementations require strategic planning, performed at various stages throughout the project lifecycle. This Implementation Management Plan is a compilation of what Tyler considers to be some of the most important management plans needed during implementation. Please make sure to add the City's Change Management Plan to the Project SharePoint, as well as any other relevant management plans that may have been developed.

One of the biggest challenges faced with Management Plans is actually putting them to use. Too often, the burdens of day-to-day project activities seem to outweigh the importance of having a plan in place; especially one that is clearly communicated, carefully followed, and revised as needed. Tyler's implementation methodology carefully establishes a formal placeholder for planning sessions at the onset of each phase and requires acceptance of the Management Plan as a deliverable.

Scope Management Plan

Purpose

The focus of the Scope Management Plan is on managing the scope of the project as it is defined at the onset of the project/phase and determining when changes are to be considered, how requests are to be processed through the organization, and who is involved in authorizing the change to scope.

This plan documents the scope management approach, roles and responsibilities as they pertain to scope change control. Any project communication which pertains to the project's scope should adhere to the Scope Management Plan.

Scope Management Approach

It is important to clearly define the approach to managing the project's scope. This section provides a summary of the Scope Management Plan and addresses the following:

- Authorities and responsibilities for scope management
- Scope change process (who initiates, who authorizes, etc.)

Scope management will be the responsibility of both the City and Tyler Project Managers. The scope for this project is defined by the Statement of Work and the Agreement.

Scope Roles and Responsibilities

In order to successfully manage a project's scope, it is important to clearly define all roles and responsibilities for scope management. This section defines all of the project roles of those who are involved in managing the scope of the project. It should state who is responsible for scope management and who is responsible for accepting the deliverables of the project as defined by the project's scope. Any other roles in scope management should also be stated in this section.

The Project Managers, Sponsor and project team will all play key roles in managing the scope of this project. As such, the Project Sponsor, Project Managers, and team members must be aware of their responsibilities in order to ensure that work performed on the project is within the established scope throughout the entire duration of the project. The table below defines the roles and responsibilities for scope management.

Name	Role	Organization	Responsibility
	Project Manager	City	Evaluate Change Request, Prepare Change Request Form
	Project Manager	Tyler	Prepare response to Change Request Form, Evaluate impact to schedule, budget
	Steering Committee	City	Evaluate the recommendations from the Project Team, weigh the benefits vs. cost of budget/timeline impact, make decisions on scope changes
	Project Sponsor	City	

Project Scope Statement

The scope for this project is defined by the Statement of Work and the Agreement.

Scope Verification

As the project progresses, the City Project Manager will verify project deliverables and control points against the Project Scope Statement. Once the City Manager verifies that they meet the requirements, the City Project Manager complete the acceptance of the deliverable/Control Point. This will ensure that project work remains within the scope of the project on a consistent basis throughout the life of the project.

Scope Control

The Project Managers and the project team will work together to control of the scope of project. The project team will ensure that they perform only the work described in the project scope statement. The Project Manager will oversee the project team and the progression of the project to ensure that this scope control process is followed and progress is reported through Project Scope measurements tools as defined above in the project scope statement.

Scope Change

If a change to project scope is needed, the process for recommending and estimating changes to the scope of the project must be carried out. Any City project team member or Sponsor can request changes to the project scope. All change requests must be submitted to the City Project Manager in the form of a project change request document. The City Project Manager will then review the suggested change to the scope of the project. The City Project Manager will then either reject the change request if it does not apply to the intent of the project, or convene a Change Control meeting with the project team and Steering Committee to review the change request further and determine if the City is ready to submit a change request to Tyler to gather cost and schedule information, so a full impact assessment of the change can be performed.

Upon receipt of a change request document, Tyler Project Manager will review the request with the appropriate Tyler resources to determine if the scope change can be accomplished and/or meets the products' requirements, depending on whether the change is one requiring implementation services or

product change. If Tyler decides to move forward with the scope change, the Tyler Project Manager will prepare a Project Change Request form, including any budgetary or schedule impacts, and a description of the services and/or product change. The Change Request Form will be provided to the City Project Manager for review with the project team and Steering Committee.

If the City Project Manager and Steering Committee approve the Scope Change Form, the Tyler Project Manager will determine if further action is required before proceeding with the scope change. The City and Tyler Project Managers will update all project documents and communicate the scope change to all project team members' stakeholders.

Communication Plan

Purpose

The purpose of the Communication Plan is to detail how communications will be managed throughout the project life cycle. The plan will include all planned and periodic communications occurring between the project stakeholders, scheduled written and oral communication, the frequency of the scheduled communications and the responsible person(s) for providing the information. A routine communication plan will aid all Project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the Project.

Communications Planning

Communication Planning determines the information and communications needs of the project. Here we will identify who needs what information, when they will need it, how it will be given to them, and by whom. Identifying the informational needs of the stakeholders and determining a suitable means of meeting those needs is an important factor for project success. In addition to documenting the approach to communications identification and analysis, the plan should cover who is responsible for managing communications, how communications will be tracked throughout the project lifecycle, and how mitigation and contingency plans are developed and implemented.

Information Distribution

Throughout the project, this plan will be maintained to ensure that necessary information is made available to project stakeholders in a timely manner. This plan will impact the following members:

Members	Inform	Involve	Invoke Action	Gain Buy-In
Project Team	√	√	√	
User Group	√	√		√
Stakeholder Group	√	√		√
External / Public Audience	√			√

Roles and Responsibilities

In order to successfully manage project communication, it is important to clearly define all roles and responsibilities for communication management. This section should define the communication role of the Project Manager, Project Team, Stakeholders and other key persons who are involved in the project. It should state who is responsible for each communication. The participants and stakeholders involved in managing project communications are defined in the Communication Matrix. In some cases, one individual may perform multiple roles in the process. At a minimum, we recommend the items in the Sample Communication Matrix be assigned and implemented.

Sample Communication Plan Matrix

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Stakeholder Meeting	Reasons for upgrade; WIIFM; overall project timeline; who to contact with questions, high level scope outline	Functional Leaders, Project Team, Stakeholders	Client PM, Tyler PM	Start of overall project	Group presentation	Early in Phase 1	Cover: What, Why, When, Who, Where Do we need anything from end users yet?
Project Planning Meetings	Roles and responsibilities will be outlined as well as Implementation Management Plans and initial schedule development.	Client Project Manager, Phase Functional Leaders	Tyler PM, Client PM	Start of overall project	Presentation and Planning Document	Early in Phase 1	Bring blackout dates to meeting
Executive Mandate	Organization will understand the purpose and importance of the project as well as the level of commitment required to make it successful.	Entire Organization	Client Executive Officer	Start of overall project	Email	Early in Phase 1	Recognize challenges and emphasize long term value
Executive Project Status Updates	Provide overall project direction and status.	Client Management; Sponsors	Client PM	Quarterly at Steering Committee meeting	Status Reports, Budget Reports	Start in Phase 1	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Client Project Team Meetings	Provide key project participants with detailed information regarding project task status, schedules, progress, and budget.	Functional Leaders, Project Team	Client PM	Weekly	Status Reports, In Person Meetings	TBD	
Tyler Status Meetings	Provide effective and timely communication to the Client PM on the status of the Tyler Project at a detailed level. The goal is to keep the project team abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level. Delivery point will be to Client PM for distribution to the Project Team.	Tyler PM and Client PM	Tyler PM	Bi-Weekly until 90 days from LIVE, then Weekly	Status Report	TBD	Review schedule, issues and actions, deliverables
Project Plan	Communicate clearly defined tasks, milestones, schedules and dependencies.	Client Project Manager, Functional Leaders, Project Team	Tyler PM	Evolving	SharePoint	Updated weekly	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Project Sign-Offs	Provide clear acceptance and authorization to proceed to next step in implementation.	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Tyler PM	Evolving	Hardcopy, or Electronic Approval		
Project Web Space	Provide information and support for the project goals to the community and organization	Functional Leaders, Project Team, Organization, Community	Client PM	Evolving	Client Intranet and Website		
FAQ Document	Answer frequently asked questions about the project and its benefits	Organization	Client PM	Evolving	TBD		
Project Change Request Form	Provide clear description about requested changes to project scope, budgetary or schedule impacts, and a description of the services and/or product change.	Organization	Tyler PM, Client PM	Evolving	SharePoint	As requested	Agreement to proceed with changes may result in a contract amendment.

Resource Management Plan

Purpose

The purpose of the Resource Management Plan is to identify and define the necessary roles and positions needed to support the project successfully, as well as other types of needed project resources such as training facilities, meeting space, offices, and equipment. Knowing when, and for how long, each resource is needed is critical to planning and controlling project costs, staff backfill requirements, and everyday project management logistics.

Physical Resource Requirements

- Analysis Facility
 - Conference Room or open meeting space free of interruptions to accommodate all users comfortably
 - Space for attendees to take notes and organize documents
 - Internet connection
 - Projector and screen
 - White board/smart board or flip chart
 - Speaker phone
- Training Facility – Functional Leads, Power Users and End Users
 - Training environment free of interruptions
 - Space for trainees to take notes and organize documents
 - Internet connection
 - Access to the Tyler system
 - Projector and screen
 - A working networked Tyler printer
 - Speakerphone
 - White board/smart board or flip chart
 - Ideally one computer per user being trained and a trainer computer

Facility Resource Matrix

	Analysis 1	Analysis 2	Training 1	Training 2
Room name/number				
Exact location				
Purpose (analysis, training, decentralized training, backup)				
Number of computers				

Is there a separate station for the instructor?				
Total capacity				
Networked printer available?				
Is there access to the Tyler system? Or estimated date for access.				
Number of internet connections (or note if wireless)				
Speakerphone?				
Whiteboard or flipchart?				
First date available				
End date available				
Is room dedicated to project? If not, who reserves it?				
Is there a permanent projector & screen? If not, who reserves them?				
Is the room locked? If so, who will have access?				
Other room considerations				

Human Resources Requirements Matrix

[illegible]

A=proficient, B = well experienced, C = experienced, D = basic

Quality Management Plan

Purpose

The purpose of the quality management plan is to define the responsibilities, activities, and metrics used in measuring and ensuring quality throughout the project. As with all projects, quality crosses various layers of work; implementation, processes, deliverables, software, and management. All layers require scrutiny and continuous adjustment in order to ensure project success, more commonly known as: Plan, Do, Check, Act.

Quality Approach

The project quality approach for this project involves stakeholders and all other project team members beginning at the inception of project stages. This allows the team to focus on items related to quality in the initial stages so that specific quality activities and standards are incorporated right from the start. The project will also use status reports as a tool to communicate any quality risks or issues that arise.

Quality Planning

Identify Quality Metrics

The Project Team must agree on the metrics by which quality will be measured. For instance, if a process can be achieved in the software “out of the box,” but requires a process change that users are resisting because it represents change, the Project Team should agree to assign a metric of “Pass.” Likewise, if a core software process required for production processing cannot be completed successfully in a test scenario, there are no viable work-arounds available, the Project Team should agree to assign a metric of “Fail,” and submit it for re-testing.

Establish Quality Control Checklist

The quality management plan identifies the quality control checklist that will be used throughout the project. A baseline quality control checklist has been attached as a starting point for the project but may be modified or added to as needed.

Issue Resolution

The Client Project Manager will schedule separate meetings, as needed, to discuss project process improvements and determine corrective actions. The results of the meeting activities are then documented and acted on, where possible, so that future project phases are improved by incorporating lessons learned. This approach minimizes issues at the end of the project and facilitates a successful Go-live. These meetings should be addressed as part of the Schedule Management Plan.

Quality Assurance

Quality assurance is focused on the project's processes and, when executed properly, provides confidence that quality requirements can be fulfilled. The iterative process for providing quality assurance will include review and completion of the following for each phase of the project:

- Control Point 1: Initiate & Plan Stage Acceptance
- Control Point 2: Assess & Define Stage Acceptance
- Control Point 3: Prepare Solution Stage Acceptance
- Control Point 4: Production Readiness Stage Acceptance
- Control Point 5: Production Stage Acceptance
- Control Point 6: Close Stage Acceptance

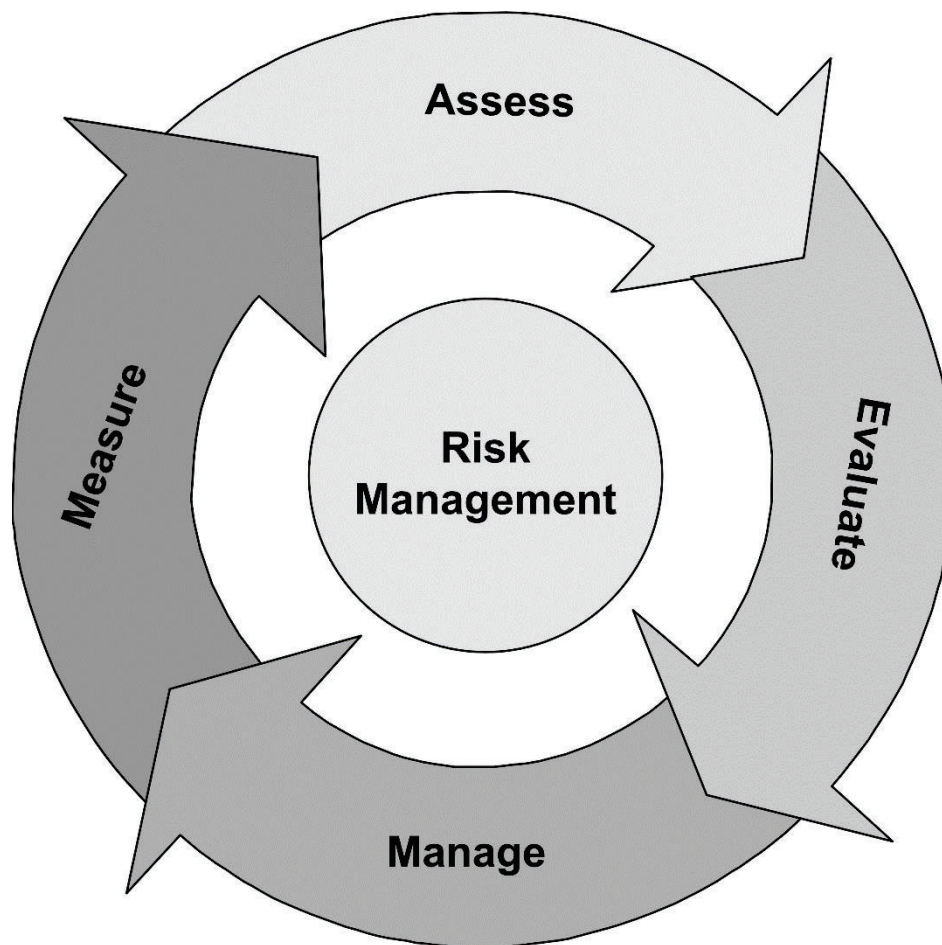
Quality Control

Quality control is focused on the project's product as opposed to its processes. It involves listing all of the expected deliverables, testing activities, acceptance criteria, and quality control owners. This list may include items that extend beyond Tyler's involvement, but should be maintained as one, cohesive quality control checklist. The checklist is a document that will likely change over the life of the project as lessons learned influence future quality planning.

Risk Management Plan

Purpose

A Risk Management Plan defines methods and procedures for assessing and dealing with internal or external threats that could potentially undermine the implementation. The following diagram illustrates the key elements of a comprehensive risk management plan and the lifecycle of how risk can be defined and managed during the project.



Risk Assessment Procedures

The risk assessment process should identify the likelihood of all potential risks and the impact on the organization if that threat occurred.

The following tables should be customized for this project, based on the organizational structure and complexity of the City.

Process	Owner	Time Estimate
A meeting with Functional Leads and other identified team members will be held to identify risks using a SWOT analysis.	Tyler PM City PM	1 hour session
The Risk Register is updated with the identified risks, and other required information.	City PM enters City risks; Tyler PM enters Tyler risks, collaborates with City PM	1 hour effort
E-mail: At the end of each of the above activities, the Project Team and other City attendees will be asked to e-mail the City PM with any additional opportunities or risks that occur to them after the session. City PM will update the Risk Register with the identified risks.	Stakeholders City PM	1 hour for responses 1 hour documentation

Risk Management Procedures

Process	Owner	Time Estimate
Risks with scores higher than 14 will be assigned to the Project Team, Power Users, and Executive Sponsor/Management if necessary. Each risk owner will be assigned to develop strategies avoid, if possible, or mitigate/transfer the risk, or to increase the chance for an opportunity. Risk owners are given 1 week to complete.	Project Team City Executive Sponsor (if needed), Tyler Executive Management (if needed)	4 hours
The Project Team will discuss the risk response strategies and agree on the response to be taken should a risk trigger occur, or if it's about to occur. These responses should be documented in the risk register.	Project Team	2 hours

Risk Measuring and Control Procedures

Process	Owner	Time Estimate
Monitoring: Risk owners are responsible for monitoring their risks and notifying the appropriate PM via e-mail when a trigger occurs and that the response plan has been initiated.	Risk Owners	4 hours
New Risk Identification: Any stakeholder can identify additional risks. The stakeholder should notify the PM of the new risk (or possible risk) via e-mail.	Stakeholders	1 hour
Audits: The PM will be responsible for overseeing risk activities and ensuring the risk register is updated.	City PM Tyler PM	2 hours per month
Review: The project team will review the project's high priority risks biweekly and all risks monthly.	Project Team Tyler PM City PM	1 hour per month
Reporting: Risks will be reported in two ways. First, the Tyler PM and City PM maintain a Risk Register in a central location accessible by both parties. The Risk Register will contain a list of risks identified for the project, the priority of the risk, the risk owner, and a current status of any active risks. Second, the status report will contain a summary of the high priority risks and any new risks identified and added to the Risk Register.	City PM Tyler PM Tyler PM	1 hour per month

Risk Register

The project's risk register will be created and maintained during the risk management process and will become part of the Implementation Management Plan. All identified risks should be entered in the register.

Entered in the risk register during or after Risk Assessment¹:

- Risk ID – A unique identifier for the risk. To be used when referring to risks in meetings and communications.
- Title – A description of the risk.
- Description of Impact on Project if Risk Occurs – If the risk occurs, will it impact scope, schedule, cost, user satisfaction, etc.?
- Possible Triggers – Listing of the triggers of the risk.
- Date Reported – The date the risk was identified.
- Status – Identifies whether the risk is a priority, on the watch list, or closed (see risk response section below).
- Probability – The likelihood that the risk will occur. See the Risk Evaluation section below for possible values.

¹ Exact headings may vary.

- Impact – The effect on project objects if the risk event occurs.
- Risk Score – Reflects the severity of the risks effect on objectives. The risk score is determined by multiplying the risk probability and risk impact values. The intent is to assign a relative value to the impact on project objectives if the risk in question should occur.

Entered in the risk register during or after Risk Management Planning:

- Current Owner – Person(s) responsible for the risk if it should occur.
- Response Strategy – The strategy that is most likely to be effective.
- Risk Response Plan – Specific actions to enhance opportunities and reduce threats to the project’s objectives based on the most likely strategy.

Risk Assessment

For the purpose of this Implementation Management Plan, Tyler has selected the SWOT Analysis risk assessment technique. While there are other options available, and the City may augment their Risk Analysis using other techniques, the following outline will be used for the Tyler Implementation.

SWOT Analysis

A SWOT Analysis is a strategic planning tool used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. Strengths and weaknesses are internal to an organization. Opportunities and threats originate from outside the organization.

SWOT analysis, usually performed early in the project development process, helps organizations evaluate the environmental factors and internal situations facing a project. Strengths and weaknesses are attributes that measure your internal capability.

Opportunities and threats refer to how the external environment affects your team/business/group. Ideally a cross-functional team or a task force that represents a broad range of perspectives should carry out SWOT analyses.

SWOT Analysis Template

Project Name:
Prepared by:
Date:
Project Manager:
SWOT Analysis Facilitator:
SWOT Analysis Participants:

SWOT Analysis Recorder:
Date of SWOT Analysis:
Project Strengths: (What potential strengths exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?)
1.
2.
3.
4.
Project Weaknesses: (What potential weaknesses exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?)
1.
2.
3.
4.
Project Opportunities: (What potential opportunities exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?)
1.
2.
3.
4.
Project Threats: (What potential threats exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?)
1.
2.
3.
4.

Risk Evaluation

Each identified risk should be assigned a probability score and an impact score and these should be recorded on the risk register. The scores may change over the course of the project, so should be reviewed

and updated regularly. For instance, a risk may have a low impact at the start of the project, but may have a high impact as the project progresses.

Likelihood or Probability of each risk

5	Very likely to occur
4	Probably will occur
3	May occur
2	Unlikely to occur
1	Very unlikely to occur

Potential Impact of each risk on the project

5	Event poses very high cost, schedule, or other failure
4	Event poses major cost, schedule, or other increases
3	Event poses moderate increases, but requirements may still be met
2	Event poses small increases, but requirements may still be met
1	Event has little impact on the project

Probability and Impact Matrix

After determining risk scores for each risk's probability and impact, use the following scale to determine the risk priority. Risks with ratings (Risk rating = probability score x impact score) of 10 or higher should be evaluated and reviewed regularly, and should appear on the status reports. Medium and Low risks should be monitored and scores should be re-evaluated throughout the project, as impact and probability change.

		Impact				
Probability		1	2	3	4	5
	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5

After determining the risk ratings for each identified risk, the Risk Register should be updated to reflect the appropriate status for each risk. At this time, each risk will have a status of either "Watch List" for risk scores less than 10, or "Priority" for risk scores of 10 or higher.

Risk Management Planning

Management of risk should be planned for all high priority risks (risk score of 10 or greater) to plan for what will need to happen if the risk is triggered. Risks will be assigned risk owners who will be responsible for watching the risks and implementing these responses if the causes that trigger the risks have occurred, or are about to occur. The risk owners should also identify secondary risks that occur as a result of implementing the risk response, or risks that remain after the response has been implemented.

The following strategies will be used for determining the appropriate response for each risk or opportunity and should be recorded for each high priority risk, along with the chosen response for the risk.

- Threats:
 - *Avoid* – Risk avoidance entails changing the Project Plan to eliminate the risk or condition or to protect the project objectives from its impact.
 - *Transfer* – Risk transference is seeking to shift the consequence of a risk to a third party together with ownership of the response. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Mitigate* – Risk mitigation seeks to reduce the probability and/or consequences of an adverse risk event to an acceptable threshold. Taking early action to reduce the probability of a risk's occurring or its impact on the project is more effective than trying to repair the consequences after it occurs.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with a risk or is unable to identify any other suitable response strategy.
- Opportunities:
 - *Exploit* – Exploitation entails taking actions to ensure that the opportunity will occur and that the project will benefit from it.
 - *Share* – Sharing the opportunity is seeking to shift the consequence of a risk to a third party in order to gain benefit for the project. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Enhance* – Enhancing seeks to increase the probability and/or impact of an opportunity. Taking early action to increase the probability of an opportunity occurring or its impact on the project is more effective than taking no proactive action, yet hoping that it might occur.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with an opportunity or is unable to identify any other suitable response strategy.

The Risk Register should be updated upon completion of risk management planning. If the risk plan is to mitigate, the original probability and impact scores should be updated to reflect the current status, as the scores will likely be lower than before risk management planning. Risk Owners should be assigned to all risks at this time.

The Project Plan should be updated to incorporate any activities associated with risk response plans that will be implemented. Risk response activities that will be implemented only if a risk trigger has occurred or is about to occur should not be entered into the Project Plan at this time.

Risk Measuring and Control

Risks must be continuously measured, monitored and controlled throughout the project. Newly identified risks should be added to the risk registers and the steps performed earlier in the process (risk assessment and risk management planning) should be performed. In addition, identified risks should be monitored and updated, as probability and impact change throughout a project. Risks may also no longer pose a threat or opportunity and may be closed.

Risk Owners should review their assigned risks regularly to determine if a trigger is about to occur, or if it has occurred, so they can implement the risk response plan.

Regular updates to the Risk Register and the Project Plan are necessary throughout this process.

There are many different tools that can be used to create a risk register including MS Word, MS Excel, SharePoint, OneNote etc. Make sure the register is updated frequently and includes the elements discussed earlier in this document and outlined in the sample below.

Sample Risk Register:

Project Documents	ID	Title	Description of Impact	Possible Triggers	Date Reported	Status	Category	Probability	Impact	Risk Score (Prob x Impact)	Current Owner	Strategy	Response Plan	Plan Type	Issue/Action?
Agendas	70	Weather/Travel delays cause a planned session to be delayed or cancelled.	If the day is critical, the schedule can be impacted. Scope is unlikely to be impacted.	Mother Nature	8/14/2015	New	Training	3=May occur	2=Event poses small increases, but requirements may still be met	6 = Watch list	Tyler and Client Project Managers	Accept	Sessions can be conducted remotely. Additional days may need to be built into schedule.	Risk	No
Status Reports	71	Employee Turnover	Key employees retiring or leaving current position. Can impact schedule and budget depending on timing.	Retirement; change aversion	8/20/2015	Priority-Risk	Personnel	3=May occur	5=Event poses very high cost, schedule, or other failure	15 = Priority	Client PM and Dept heads	Mitigate	Will have discussions with key employees entering retirement age to determine their plans. Will adjust key project representatives as needed.	Risk	No
Implementation Site Reports	Add new item														
Conversion Documents															
Tyler Forms															
Process Documentation															
Project Planning															
Master Project Calendar															
Master Project Plan															
Master Issues & Actions															
Communication Plan															
Testing Plan															
Risk Register															

Quality Control Checklist

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
1	D	Project Management Plan	The Project Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and software upgrades (if applicable) will be managed throughout the lifecycle of the Project.	Review and acknowledge receipt of Project Management Plan						
2	D	Initial Project Schedule	Task list, assignments and due dates	Acceptance of schedule based on resource availability and Project budget and goals						
3	CP	Hardware Installed (if applicable)								
4	CP	System infrastructure audit complete and verified	Client complete the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions	N/A			x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
5	CP	Stakeholder Presentation complete	Client stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants	N/A			x			
6	D	Completed analysis Questionnaire (Design Document)	Provide comprehensive answers to all questions on Questionnaire(s)	Acceptance of completed Questionnaire based on thoroughness of capturing business practices to be achieved through Tyler solution.						
7	D	Data conversion summary and specification documents	Data conversion approach defined, data extract strategy, conversion and reconciliation strategy	Data conversion document(s) delivered to the Client, reflecting complete and accurate conversion decisions						
8	D	Modification specification documents, if contracted	Design solution for Modification	Client accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements						
9	D	Completed Forms options and/or packages	Complete Forms package(s) included in agreement and identify Reporting needs	Identify Forms choices and receive supporting documentation						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
10	D	Installation checklist	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	Tyler software is successfully installed and available to authorized users, Client team members are trained on applicable system administration tasks						
11	CP	Tyler software is Installed	Purchased software and required peripheral software is installed	Installation completes successfully and applications can be opened						
12	CP	Solution Orientation is complete	Solution Orientation provided, including the use of eLearning, videos, documentation, and/or walkthroughs	Basic understanding of system functionality						
13	CP	Current/Future state analysis completed	Evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state	Questionnaires delivered and reviewed						
14	CP	Data conversion mapping and extractions completed and provided to Tyler					x			
15	CP	Standard Interface Planning	Define/confirm which Interfaces are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Interface				x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
16	CP	Modification Analysis & Specification, if contracted	Tyler staff conducts additional analysis and develops specifications	Specifications meet Client requirements						
17	D	Initial data conversion	Data conversion program complete; deliver converted data for review	Initial error log available for review						
18	D	Data conversion verification document	Provide self-guided instructions to verify specific data components in Tyler system	Client acknowledges data conversion delivery; Client completes data issues log.						
19	D	Installation of Modifications on the Client's server(s)	Program for Modification is complete and available in Tyler software	Client acknowledges Delivery of Modification(s) meeting objectives described in the Client-signed specification						
20	D	Standard Forms & Reports Delivered	Installation of all Standard Forms & Reports included in the Agreement	Client acknowledges that Standard Forms & Reports available in Tyler software for testing						
22	CP	Application configuration completed	Review of primary configuration areas	Configuration complete and ready for testing						
23	CP	Data conversions (except final pass) delivered	Subsequent passes of data conversions delivered and validated	Conversions are validated and ready for final pass						
24	CP	Standard Interface training provided	Use of standard interface tools is trained	Users have tools and have been trained						

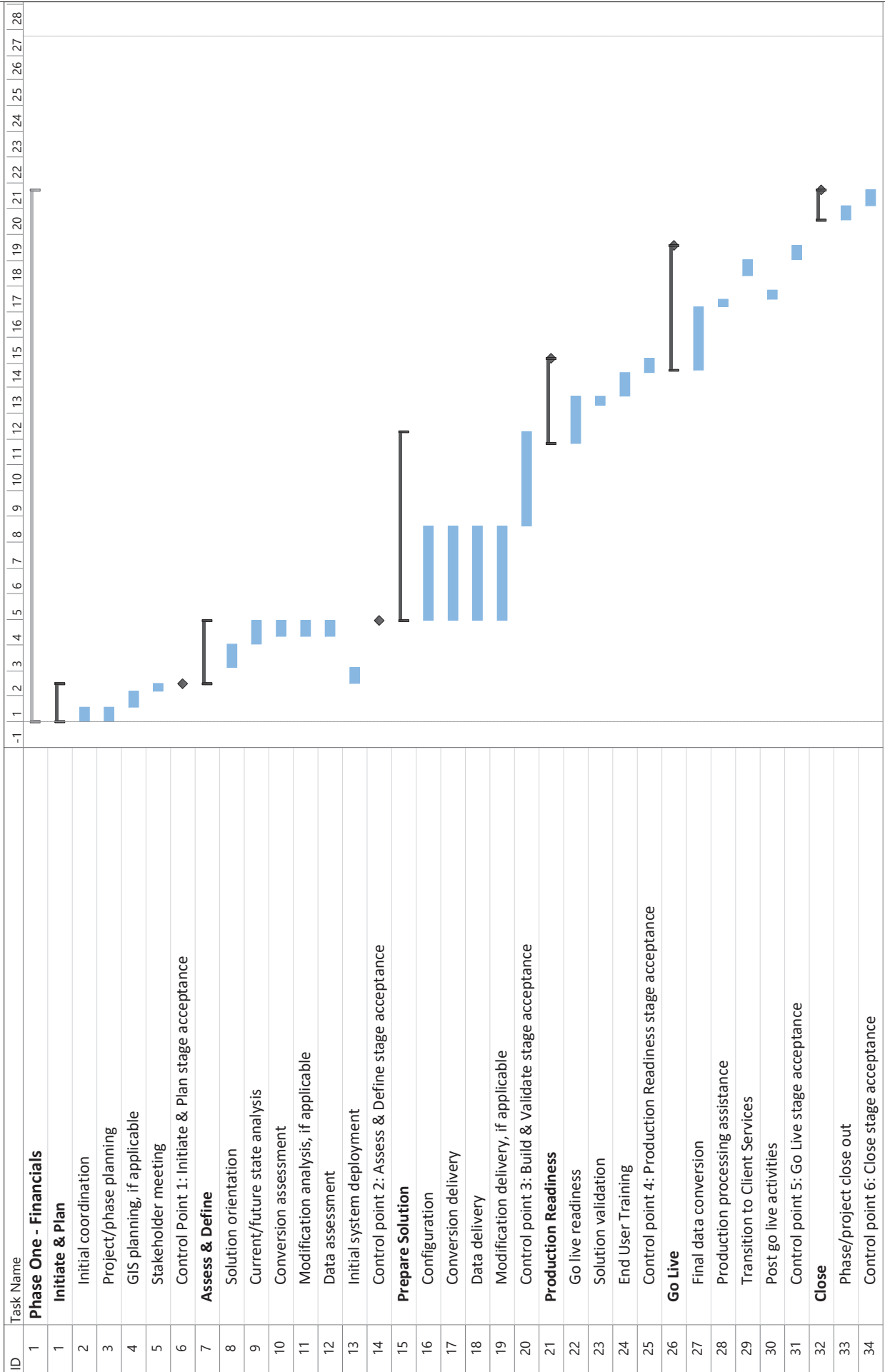
ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
25	D	Go-live checklist	Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing	Client acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates						
26	D	User Acceptance Test Plan	Testing steps for Standard business processes	Client acknowledges that Testing steps have been provided for Standard business processes						
27	CP	Modification(s) tested and accepted, if applicable	Client performs test of modification	Modification performs as outlined in specification						
28	CP	Standard 3rd party Data Exchange programs tested and accepted	Client performs test of 3rd party data exchange	3rd party data exchanges perform as expected						
29	CP	Standard Forms & Reports tested and accepted	Client performs test of Forms & Reports	Forms & Reports perform as expected						
30	CP	Solution Validation completed	Client performs Solution Validation using provided scripts or customized scripts	Client to determine						
31	CP	End User training completed	End User Training performed according to scope	End Users trained						
32	D	Final data conversion, if applicable	Final passes of all conversions completed in this Phase	Client acknowledges that data is available in production environment						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
33	D	Client Services transition documents	Define support strategy for day-to-day processing, conference call with Client project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support	Client acknowledges receipt of tools to contact Support and understands proper support procedures.						
34	CP	Final data conversion(s) delivered	Client provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion, Client reviews final pass	Final pass is free of errors, or meets an acceptable level of error that may be fixed manually in Production						
35	CP	Transition to Tyler Client Services is completed	Tyler project manager(s) introduce the Client to the Tyler Support team	Call is completed						
36	CP	Post-live services have been scheduled, if applicable	Prior to scheduling services, the Tyler project manager(s) collaborate with Client project manager(s) to identify needs	Remaining services scheduled						

D – Deliverable CP – Control Point



Yuba City, CA - Gantt Chart





Yuba City, CA - Gantt Chart

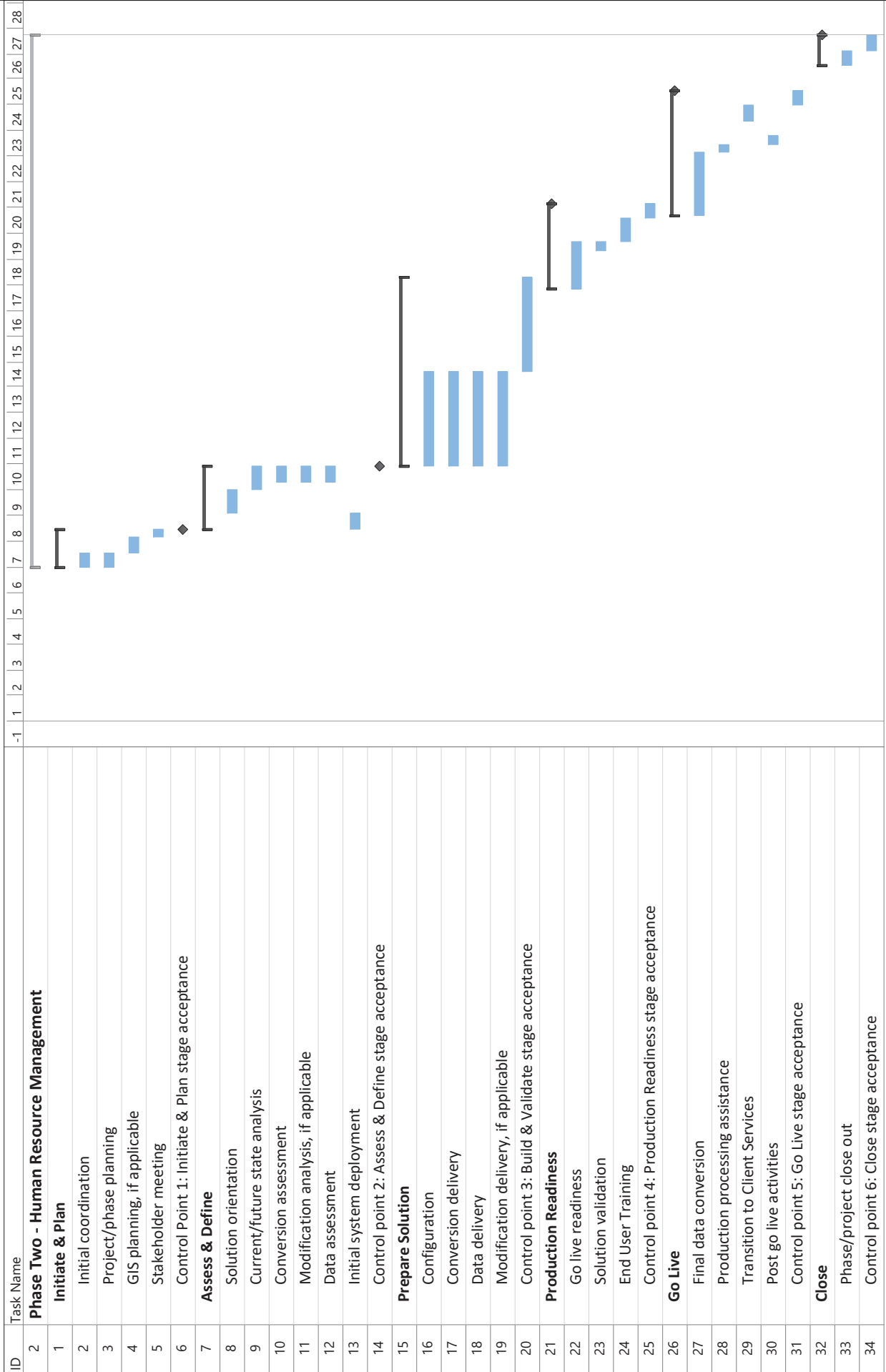




Exhibit G
Client's Request for Proposals

The Client's Request for Proposals for Enterprise Resource Planning (ERP) System and Implementation Services released on or around June 13, 2013, is incorporated herein by reference as if fully set forth herein.

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CITY OF YUBA CITY

REQUEST FOR PROPOSAL (RFP)

for

Enterprise Resource Planning (ERP)

System and Implementation Services

Issue Date: June 13, 2023
Proposal Due Date/Time: July 28, 2023 - 4:00 PM PT

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1 RFP Overview

1.1 Purpose of RFP

The City of Yuba City (City) has issued this Request for Proposal (RFP) to solicit responses from vendors (Proposer's) offering proven, integrated Enterprise Resource Planning (ERP) solutions to replace the City's existing Central Square FinancePlus system (the City also has CommunityPlus and will continue to use it to support certain functions including utility billing) with one that supports the following high-level functions:

- ◆ Finance
- ◆ Human Resources

The City seeks a qualified Proposer who can demonstrate that they possess the organizational, functional, and technical capabilities, along with the experience, expertise, and qualifications necessary to provide a state-of-the-art ERP solution, along with the professional services specified to complete the implementation and support the system post-implementation.

The City is looking to acquire a Software as a Service (SaaS) solution that meets the functional and technical requirements pertaining to Finance and Human Resources as identified in this RFP. If subcontractors and/or third-party application providers are included as part of their full SaaS solution, Proposers must address the requirements specific to those subcontractors and/or third-party application providers as identified in RFP Section 5 – Proposed Solution. Proposals that do not provide a comprehensive solution may be subject to immediate disqualification.

NOTE: The City will be using American Rescue Plan Act (ARPA) funds for this project and these funds must be spent by December 31, 2026. As such, adherence to any proposed implementation schedule, including the December 31, 2026 end date, is critical.

1.2 Project Objectives and Scope

With this RFP, the City intends to replace its existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP system. The City's goal is to take advantage of a modern ERP system that is designed around best practices and meets the following objectives:

- ◆ Consolidates information, links processes and functions, and eliminates separate departmental systems/spreadsheets/access databases in favor of a single system that connects the City's financial and non-financial applications through a common database
- ◆ Streamlines and improves business processes through automation
- ◆ Provides a user-friendly and intuitive user interface to promote system use and increase user productivity
- ◆ Reduces or eliminates redundant data entry
- ◆ Provides timely, accurate, and easy-to-access information for decision making
- ◆ Reduces or eliminates the need for manual input when preparing various financial documents, including the annual budget and financial statements
- ◆ Improves and/or provides necessary reports and reporting capabilities and access to data through inquiry or drill down capabilities

- ◆ Supports interfaces with third-party systems through documented APIs or other standardized data exchange methods
- ◆ Provides appropriate security measures
- ◆ Improves services to stakeholders
- ◆ Complies with state and local statutory requirements

In addition to the above, the City is seeking a Proposer to provide professional services (e.g. best practices guidance, data conversion and migration, testing, training, project management, implementation, and integration) that will help ensure a successful implementation in a timely and professional manner.

1.3 RFP Timeline

Table 1 presents the RFP Timeline.

Table 1 - RFP Timeline

RFP Event	Date/Time
City Issues RFP	June 13, 2023
Deadline for Proposer Questions	June 30, 2023 4:00 PM PT
City Provides Responses to Questions	July 10, 2023
Deadline for Proposal Submissions	July 28, 2023 4:00 PM PT
Finalist(s) Notified & Provided Proof-of-Capabilities (POC) Packet Issued	September 5, 2023
POC Demonstration(s)	September, 2023
Contract Negotiations	October, 2023
Contract Award and Execution	November, 2023
Project Start	January, 2024

As identified in Table 1, finalist(s) will be required to participate in a proof-of-capabilities (POCs) demonstration to allow staff to fully understand the proposed solution. The POCs will be a scripted demonstration using scenarios/scripts to evaluate critical product functionality rather than the City viewing a generic product demonstration.

NOTE: Proposers must be prepared to invest the time and resources in the proof-of-capabilities demonstration to be successful in this procurement.

At the completion of the POCs, the City intends to select a finalist that may be asked to participate in further solution demonstrations, if necessary, to ensure that all pertinent functionality is reviewed prior to finalizing contract negotiations. The City reserves the right, at its sole discretion, to adjust the RFP Timeline as it deems necessary.

1.4 RFP Coordinator

The City is using a consultant, SDI Presence, to support the procurement and selection process. All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below.

Wendell Yacur, ERP Procurement Consultant, wyacur@sdipresence.com

The RFP Coordinator will be the sole point of contact for this RFP.

NOTE: Proposer contact with any person(s) in the City other than the RFP Coordinator is expressly forbidden and may result in disqualification of the Proposer's bid. Any communications to the RFP Coordinator other than email will be considered unofficial and non-binding on the City. Telephone calls will not be accepted.

1.5 RFP Posting, Amendment, and Cancellation

The RFP will be posted on the City's website: www.yubacity.net/city_hall/purchasing/rfps

The City reserves the unilateral right to amend the RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted on the City's website: www.yubacity.net/city_hall/purchasing/rfps

Proposers must respond to the final written RFP, including and any exhibits, attachments, and amendments.

1.6 RFP Questions

Questions concerning the RFP should be submitted via e-mail to the RFP Coordinator identified in Section 1.4 prior to the "Deadline for Proposer Questions" identified in Section 1.3. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the City's responses shall be posted on the City website identified in Section 1.5.

1.7 Intent to Propose

Each Proposer who plans to submit a proposal should indicate as such via an email to the RFP Coordinator. The email should include:

- ◆ Proposer's company name
- ◆ Proposer's intent to respond to this RFP
- ◆ Name and title of Proposer main contact
- ◆ Address, telephone, and email address

Note that this "Intent to Propose" email is optional and does not bind Proposers to submitting a proposal. However, the City will ensure that any Proposer who submits this information will receive any information regarding RFP addendums and question and answer sets.

1.8 Proposal Submittal

Proposals are to be submitted no later than the "Deadline for Proposal Submission" identified in Section 1.3. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package: one (1) original, eleven (11) paper copies, and one (1) electronic copy (a single .pdf file containing all submitted material, as well as copies of Appendix A and Appendix B).

The proposal package shall be mailed, couriered, or hand delivered to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd.
Yuba City, CA 95993

The package should be clearly labeled as follows:

- ◆ Proposal for ERP System and Implementation Services
- ◆ Due Date/Time: July 14, 2023 – 4:00 PM PT
- ◆ Name of Proposing Firm, Proposer's Address, Proposer's Contact Person, Proposer's Telephone Number

All information must be received by the City on the date/time indicated in Section 1.3. Information received after this date/time may be returned unopened. Postmarks will not be accepted as proof of receipt.

2 City Overview

Yuba City is located approximately 40 miles north of the State Capital, Sacramento. Two of the State's major economic powerhouses (the San Francisco Bay Area, and Silicon Valley) are within a 2-to-3-hour drive from the City. Yuba City's unique location benefits both businesses and residents and offers a quality, family-oriented lifestyle. The Feather River borders the city to the East and the city's western horizon is dominated by the Sutter Buttes, popularly believed to be the smallest mountain range in the world.

The City of Yuba City is a full-service General Law City located in the northern part of the Sacramento Valley. Yuba City operates under the Council-Manager form of government, with each of the five Council members elected at-large and serving four-year, staggered terms. From among its members, the Council selects the City's Mayor and Vice Mayor every year. The City Council appoints a full-time City Manager whose job it is to carry out the Council's policy directives and coordinate, control, and direct City operations, functions, and projects.

In making its policy determinations, the Council works with advisory committees made up of citizens appointed by the Council and receives other citizen input from the public at its regular and special meetings. The Council's business meetings are scheduled for the first and third Tuesday of each month in the Council Chambers at City Hall. Other special or study session meetings are scheduled as needed and are open to the public. The public is always invited and encouraged to attend.

3 Current Environment

The information in this section describes the City's current environment – information pertinent to the new ERP.

3.1 Primary Software

The City currently uses Central Square FinancePlus as its primary application to support its financial and human resource needs. The City purchased the following Central Square FinancePlus modules, though not all are in use at this time (indicated by a "*").

- ◆ Financial Accounting
- ◆ Capital Assets
- ◆ Miscellaneous Billing
- ◆ Central Receipting
- ◆ Human Resources Payroll
- ◆ State Reporting
- ◆ Employee Benefits*
- ◆ Project Ledger*

3.2 Additional Software/Services

Table 2 identifies the additional software currently used by the City, the business purpose, and which may be expected to interface/import information with the new ERP.

Table 2 – Additional Software

Additional Software/Service Name	Purpose	Comments
Accela	Business License, Permitting, and Code Enforcement; Fire Cash Receipts	The City will keep this app. It will require an interface or import with the new ERP.
Chameleon	Animal Services Cash Receipts	The City will keep this app. It will require an import with the new ERP.
CivicRec	Recreation Cash Receipts	The City will keep this app. It will require an interface or import with the new ERP.
ClearGov	Budget	The City may keep this app. If so, it will require an interface or import with the new ERP.
DocuPhase	Document Management	The City will keep this app. It may require an interface with the new ERP.

Additional Software/Service Name	Purpose	Comments
InfoSend	UB Bill Print and Online Payment Portal	The City will keep this app. It will require an interface/import with the new ERP.
LabWorks	Public Works Lab Management, creates invoices for Finance	The City will keep this app. It may require an import with the new ERP.
NeoGov	Recruiting	The City may keep this app. If so, it may require an import.
Central Square CommunityPlus	Utility Billing	The City will keep using CommunityPlus for the near future. As such, there will need to be an interface/import with the new ERP.
Third-Party Benefit Providers	WorkTerra, AFLAC, UNUM, CalPERS, Deferred Comp/RHS, Basic Pacific, Claremont, Vector Solutions	The City will require an interface/import from all Third-Party Benefit Providers to the new ERP.
U.S. Bank	CAL-Cards	The City will keep this service. It will require an import.
Vector Scheduling	Fire Scheduling	The City will keep this app. It may require an interface or import with the new ERP.
Visual Computer Solutions (VCS)	Police Scheduling	The City will keep this app. It may require an interface or import with the new ERP.
Wells Fargo Bank	Banking	The City will keep this service. It will require an interface/import.
Adobe Sign	Electronic Signatures	The City will keep this service. It may require an interface.
DebtBook	GASB 87 & 96 Debt, Lease & Subscription Management	The City may keep this app. If so, it will require an interface or import with the new ERP.

3.3 Technology Standards

Table 3 identifies the City's current technology standards. The proposed system must be compatible with the existing technical environment or accessible from it. Proposers will be required to confirm conformance to these requirements or clearly articulate proposed alternatives.

Table 3 – Technology Standards

Technology	Current Standard
Database(s)	SQL Server, Informix, Oracle possible
Desktop OS	Windows 10 and 11, a few Macs
Desktop Hardware	Lenovo
Laptop Hardware	Lenovo
Mobile/Notebook Hardware	iPads, Surface, Surface Pro, Android phones, iOS preferred
Browsers	Chrome, Edge, Firefox
Email Server/Client	Office 365 Hybrid Exchange
Virtual Environment	VMware (current vSphere and ESXi), primary and secondary sites
Storage Area Network	Lenovo (iSCSI 10g)
Active Directory	On premise AD, synched to Azure
VPN	Global Protect (Palo Alto)
Scanners	DocuPhase with Fujitsu with ScanDocs, some Epson, Kyocera MFD's
Printers	Kyocera MFD's, HP printers, Brother and Canon
Internet - Bandwidth - Redundancy	Single Internet POP, 1G synchronous; City sites well connected via private fiber
Cisco Duo	MFA
Adobe Sign	Electronic Signatures

3.4 Key Statistics

Table 4 provides information regarding key statistics (approximations) to aid the Proposers in preparation of their proposed solutions and pricing.

Table 4 – Key Statistics

Functional Area	Volume/Statistics (Averages)	Frequency (if applicable)
Finance		
Purchase Orders	36/Month	Monthly
Purchase Order (currently open)	528	Total in System
Invoices	1000-2000	Monthly
Journal Entries	110/Month	Monthly
Miscellaneous Bills	300-600	Monthly
New Vendors	30/Month	Monthly
Total Vendors	26,378*	Total in System
Human Resources		
Recruitments	50	Yearly
MOUs	8	N/A
FTEs	325	N/A
PTEs/Seasonal/Temporary	250	Yearly
Volunteer Employees	N/A	N/A
Position Classifications	327	N/A
Personal Action Forms Submitted	20	Bi-weekly
Total Current Central Square FinancePlus Users (Citywide)	110	N/A

*This number contains many vendor profiles that are duplicates or that the City has not used in a long time. Duplicates are due to vendors having different mailing addresses for the different services they provide, changing their tax filing status, and input error (staff not realizing that a vendor profile already exists).

4 ERP System Requirements

4.1 Modules

The City is seeking a highly integrated system that can serve as many of the City's various departmental needs as possible. Modules should include the following functionality:

◆ Finance

- General Ledger/Accounting
- Budgeting*
- Vendor Management
- Procurement/Purchasing
- Contract Management
- Accounts Payable
- Capital Asset Accounting
- General Billing/Accounts Receivable
- Cash Receipts (Cashiering)
- Project and Grant Accounting
- Payroll Processing (note that while this is a Finance function from a separation of duties perspective, it is listed under Human Resources in Appendix A from a process/flow perspective)

◆ Human Resources

- Position Control
- Recruiting*
- Onboarding*
- Employee Master File
- Benefits Administration
- Leave Administration
- Personnel Actions
- Training and Certification
- Performance Reviews*
- Employee Self-Service (ESS)
- Pay Administration
- Time Entry
- Separation/Offboarding

Modules identified with a "*" are optional (optional for the City to purchase, not for Proposer's to propose and price assuming they offer the functionality).

4.2 Key Functionality

The City is interested in adopting modern, automated tools that support financial and human resource best practices. Key functionality in these areas would include, but not be limited to dashboards, mobile access, employee portal with electronic time reporting, vendor portal, workflow, reporting, etc. The specific functionality required can be found in Appendix A - Requirements.

4.3 Implementation Schedule

As previously stated, the City will be using ARPA funds to support this project. With this in mind, and considering a number of other factors, the City has identified the following base requirements pertaining to the implementation schedule:

- Implementation to begin approx. January 2024
- The COA must be implemented first
- The City would like to be live on payroll as soon as possible, assuming this can be done in a logical and effective manner
- Implementation must end by December 31, 2026

The Proposer's implementation schedule must be clearly articulated in their proposal in response to Section 6 – Implementation Approach and Schedule.

4.4 Requirements

Proposers must respond to the requirements included in Appendix A - Requirements. The City will incorporate the requirements and the selected Proposer's responses into the final contract that is executed between the parties.

5 Proposal Submission Requirements

5.1 General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals must be organized consistent with the outline provided in this section. Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested.

Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

5.2 Proposal Format and Content

Information must be structured, presented, and labeled in the following manner:

- ◆ Cover Letter
- ◆ Table of Contents
- ◆ Section 1 – Executive Summary
- ◆ Section 2 – Company Background
- ◆ Section 3 – Company Qualifications
- ◆ Section 4 – References
- ◆ Section 5 – Proposed Solution
- ◆ Section 6 – Implementation Approach and Work Plan
- ◆ Section 7 – Ongoing Maintenance and Support
- ◆ Section 8 – Pricing
- ◆ Section 9 – Software Licensing and Maintenance Agreements

Information should be prepared on standard 8 1/2" x 11" paper and printed on two sides.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of a proposal.

Cover Letter

The proposal must include a cover letter that provides the following:

- ◆ Proposer's legal name and corporate structure, including the state incorporated in.
- ◆ Proposer's primary contact to include name, address, phone, and email.
- ◆ Identification of proposed solution, including any third-party applications and/or subcontractors
- ◆ Identification of any pending litigation against the Proposer.
- ◆ Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
- ◆ Statement indicating the proposal remains valid for at least 120 days.

- ◆ Statement that the Proposer and any other company or individual who will perform work for the Proposer is free of any conflict of interest (e.g. employment by the City).
- ◆ Statement of acknowledgement that the City's legal documents (Appendix C – City Standard Agreement) have been reviewed and accepted with or without exception. If exceptions are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no exceptions are noted, the City will assume that the Proposer is capable of performing all tasks and services without reservation or qualification to the contract.
- ◆ Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

The Cover Letter should be concise and brief and not exceed three (3) pages unless a Proposer's exceptions to the City's legal documents require it.

Table of Contents

All sections should be identified and pages consecutively numbered.

Section 1 - Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP. This is to include identification of Proposer solution and identification of use of any third-party applications and/or subcontractors, and the scope of work to be performed by each subcontractor.

The Executive Summary should not exceed three (3) pages.

Section 2 – Company Background

This section of the proposal should identify the following:

- 2.1 – A brief description of the Proposer's background.
- 2.2 – Identify the location of headquarters, technical support, and field offices and the location of the office that would service the City.
- 2.3 – Identify Proposer's annual company revenues and profit for the last three fiscal years.

The Background section should not exceed two (2) pages.

Section 3 – Company Qualifications

In this section, Proposers should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

- 3.1 – Describe the Proposer's familiarity with public sector ERP systems and associated business processes, and experience with the requirements of municipalities.
- 3.2 – Identify the Proposer's client base including the number of existing clients using the version/release of the software being proposed. Specifically identify experience with similar sized California municipalities.

The Company Qualifications section should not exceed two (2) pages.

Section 4 - References

Proposers must provide at least five (5) references with at least three (3) of the references for systems that have been implemented in the last five years. The City prefers references from California municipalities of similar size and complexity to the City. For each reference, Proposer must provide the following information:

4.1 - Name and contact information (i.e. name, title, address, direct phone, and email)

4.2 - Brief project description, including identifying the software version, modules, and interfaces implemented

4.3 - Implementation timeline, Go Live date, and budgetary cost vs. actual cost

The References section should not exceed five (5) pages.

Section 5 - Proposed Solution

In this section, Proposers should describe their solution by providing the following:

5.1 – Solution Details

- Name and origin of solution
- Release history and current release being proposed
- Proposed modules with detailed information regarding their functionality
- Mobile capabilities of the proposed modules
- Identification of use of subcontractors and/or third-party application providers including:
 - Company background
 - Scope of work to be performed
 - Experience and references specific to scope of work to be performed
 - Identification of where Proposer and subcontractor and/or third-party application provider has successfully worked together in the past
 - Description of how Proposer will manage any subcontractor and/or third-party application provider to ensure successful delivery of subcontractor and/or third-party application provider scope of work

5.2 – Application Integration/Interface

- Required integration/interfaces are identified in Appendix A - Technical. Please describe the following for each integration/interface:
 - Proposer's integration/interface solution [web services, Application Programming Interfaces (APIs), etc.]
 - Data availability/transfer (real-time, nightly, etc.)
 - How Proposer will ensure data security

- The involvement, if any, that is required from the owners of the applications to be integrated/interfaced to the ERP
- If Proposer has previous experience developing/implementing the relevant integration/interface

5.3 – Data Storage and Backup

- Describe approach to data storage
- Describe data backup process
- Describe the network bandwidth required between the City and hosting facilities
- Describe what options are available for dedicated bandwidth (if available)
- Describe scalability options for computing power (CPU, RAM, and storage)
- Indicate hosting provider (e.g. Azure, Amazon Web Services, etc.)

5.4 – Data Access and Security

- Describe how data access (functional vs. data roles) is managed
- Describe the environment (single or multi-tenant)
- If a multi-tenant environment, describe how is the data segregated
- If a multi-tenant environment, describe how is security managed

5.5 – Business Continuity and Disaster Recovery

- Describe approach to business continuity and disaster recovery

5.6 – Service Level Agreements (SLA's)

- Describe supported SLA options (e.g. reliability, availability, performance, issue resolution, system response time, etc.)

5.7 – Transition

- Describe proposed exit strategy at end of contract (contract transition)

5.8 – Response to Appendix A – Requirements:

- The City will provide a copy of RFP Appendix A in MS Word. To address this section, Proposers should use that file to address each requirement in Appendix A. Please see Appendix A for additional instructions.

The Proposed Solution section should not exceed fifteen (20) pages, excluding the response to 5.8 – Response to Appendix A – Requirements.

Section 6 - Implementation Approach and Schedule

Proposers are to describe project implementation approach and schedule according to the following:

6.1 – Project Organization

- Provide a project organization chart highlighting Proposer and any subcontractor and/or third-party application provider key staff who will be assigned to the project
- Identify the responsibilities of each key staff member
- Provide resumes and references for each key staff member
- The City reserves the right to request and check references for proposed key staff

6.2 – Project Management

- Describe the project management methodology/approach
- Provide a Project Plan that describes your approach to Schedule Management, Cost Management, Scope Management, Communications Management, Issues Management, Risk Management, Change Management, etc.

6.3 – Implementation Schedule

As previously mentioned, the City will be using American Rescue Plan Act (ARPA) funds for this project. As such, adherence to any proposed schedule is critical. With this in mind, and considering a number of other factors, the City has identified the following base requirements pertaining to the implementation schedule:

- Implementation to begin approx. January 2024
- The COA must be implemented first
- The City would like to be live on payroll as soon as possible, assuming this can be done in a logical and effective manner
- Implementation must end by December 31, 2026

While adhering to the above, Proposers are to describe an implementation approach and schedule that addresses the following:

- Describe the overall implementation methodology and approach
- Describe the implementation schedule, including the order (phasing) of major functionality (Finance and HR), including any overlap, as well as the timing of specific modules within those phases
- The schedule must identify phases, tasks, activities, dates, durations, resources, deliverables, and milestones

6.4 – Implementation Support Specifics

- Identify the specific roles/responsibilities to be filled by Proposer, subcontractor, or third-party applications provider staff versus those to be filled by City staff. Include estimated level of effort for each staff person and when that person would be required (what part of implementation). Proposers should provide this information in Table 5.

NOTE - In consideration of the overall implementation scope of work, the City expects staff to be available approximately 40% of the time. As such, the Proposer team's implementation hours should be estimated accordingly. If this number changes, the City reserves the right to negotiate the amount of time to be provided by Proposer resources.

Table 5 – Roles and Level of Effort

[illegible]

- Describe the data conversion strategy, including what data should be converted, the number of years to convert, and the conversion methodology (extract, transform, and load). Describe previous experience with converting data.
- Describe the training methodology/approach and how you ensure users are prepared to utilize the proposed solution. Include a description of how you address different learning styles (classroom, online, hands-on, etc.). The City may or may not be able to support the train-the-trainer approach, so Proposers are to identify alternatives (e.g. Proposer led training) and any related costs in RFP Appendix C – Price Sheets. The City also expects the Proposer to develop training materials tailored specifically for the City to support the training effort.
- Describe testing methodology/approach, including the criteria, methods, and timing to ensure successful completion of user acceptance testing (UAT) prior to go live. Identify the specific roles/responsibilities pertaining to City staff vs. Proposer staff. The City expects the Proposer to develop the UAT plan and related test scripts, as well as any other testing materials necessary to support the testing effort, so Proposers are to identify any related costs in RFP Appendix C – Price Sheets.

The Implementation Approach and Work Plan section should not exceed fifteen (15) pages, excluding the project schedule.

Section 7 – Ongoing Maintenance and Support

7.1– Help Desk

- Help desk location(s), staffing, ticketing system utilized, processes, and procedures
- Ticket prioritization, response time commitments, and escalation procedures
- Support hours (in Pacific Time)
- Number of help tickets per year and average resolution time by priority level

7.2– System Monitoring

- Describe how the system will be monitored and how and when the City will be informed of system performance issues, etc.

7.3– Post-Implementation Evaluation Report (PIER)

- Proposers must develop one PIER six months after the Finance implementation and one six months after the HR implementation. Describe how Proposer would support these PIER assessments, including the expected PIER content, how gaps in system utilization would be identified, and how those gaps would be addressed through additional training [minimum one full week (40 hours) of Proposer led, onsite training after each of the two implementations].

7.4– Application Upgrades

- Describe the upgrade process, including:
 - Identify the frequency of upgrades over the past two (2) years
 - Identify the typical upgrade schedule
 - Describe the testing performed on potential upgrades
 - Describe how upgrades would be performed
 - Describe any downtime related to upgrades

- Describe how the City would be notified of such upgrades and how much lead time would be provided
- Describe the City's ability to delay, test, accept, and/or deny applying upgrades

7.5– Change Management (post implementation)

- Describe the post-implementation Change Management process

7.6– User Groups/Conferences

- Identify any solution user groups and/or user conferences including frequency and location of events, topics, etc.

The Ongoing Maintenance and Support section should be no longer than ten (10) pages.

Section 8 – Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the implementation and ongoing maintenance of the proposed system.

To address pricing, the City will provide a copy of RFP Appendix B – Price Sheets - in MS Excel. To address this section, Proposers must complete all the price sheets in Appendix B.

Proposers must itemize all costs associated with the implementation and ongoing maintenance. The City will evaluate information based on the “Total Cost to Implement (TCI)” and the “Total Cost to Operate (TCO).” TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual hosting fees.

The Proposer's implementation pricing must identify all costs required to include:

- ◆ Implementation Services
 - Project management
 - Software configuration
 - Data conversion and migration
 - Interface development
 - Training and documentation
 - Testing
 - Go-Live
- ◆ Travel

The Proposer's ongoing hosting (SaaS) prices should clearly identify the annual costs for five (5) years to include:

- ◆ Hosting
- ◆ Post Implementation Evaluation Report (PIER) and associated training (one six months after the Financial implementation and one six months after the HR implementation)

The City will evaluate Proposer price information based solely off the information provided in Appendix B. Appendix B includes space for Proposers to identify any assumptions or comments that will ensure the City understands what is being proposed.

NOTE: In their assumptions, Proposer's must identify when the ongoing hosting costs are due and payable for their SaaS solutions.

Section 9 – Software Licensing and Maintenance Agreements

To address this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer's solution.

6 Proposal Evaluation

A City Evaluation Committee will review all information to determine which Proposers have qualified for consideration. The evaluation will include at least an initial administrative review and a subsequent detailed review. The administrative review will evaluate all submissions for conformance to stated specifications in order to eliminate any responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- ◆ Quality, clarity, and responsiveness of proposal
- ◆ Ability to meet the needs of the City
- ◆ Well thought out timeline and roadmap for “go live” with a phased approach
- ◆ Proven technical ability to design, install, and support the proposed system
- ◆ Demonstrated ability to work in a cooperative and collaborative manner with clients
- ◆ Anticipated value and price
- ◆ Perceived risk or lack thereof
- ◆ Company financial stability
- ◆ References for each application proposed
- ◆ Results of interviews, demonstrations, and site visits
- ◆ Ability to prepare and execute a contract in a timely manner
- ◆ Commitment to continually evolving the system to remain current with evolving best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposal is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

7 Proposal Evaluation

7.1 Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

7.2 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

7.3 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposal Questions" detailed in Table 1 - RFP Timeline. This will allow issuance of any necessary amendments and help prevent the opening of defective information upon which contract award could not be made. Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposal Questions.

7.4 Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors.

Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

7.5 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

7.6 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.4). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Deadline for Proposal Submission.

7.7 Proposal Errors

Proposers are liable for all errors or omissions contained in their information. Proposers will not be allowed to alter proposal documents after the Deadline for Proposal Submission.

7.8 Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

7.9 Prohibition of Proposer Terms and Conditions

A Proposer may submit the Proposer's own contract terms and conditions in a response to this RFP.

7.10 Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. Proposer shall be the single point of contact for support of all components in the proposed solution. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

7.11 Right to Refuse Personnel

A Proposer shall be an independent contractor to the City and shall be responsible for the management of its own employees and ensuring the quality of services under any agreement with the City. Failure to properly manage employees may result in termination of the agreement for cause. The Proposer shall promptly remedy any personnel issues brought to its attention by the City that affect the Proposer's performance of the requested services, including if necessary, dismissing affected personnel.

7.12 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

7.13 Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

7.14 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

7.15 Contract Negotiations

After a review of the information and completion of the demonstration and proof-of-capabilities (POC), the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Proposer.

7.16 Execution of Contract

If the selected Proposer does not execute a contract with the City within forty-five (45) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new information, whichever the City deems appropriate.

7.17 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all information or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their information. If a Proposer does so, the City may determine the proposal to be a nonresponsive counter offer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical information provided such action is in the best interest of the City. Where the City waives minor variances in information, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

7.18 Disclosure of Proposal Contents

All information and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of information, the information and associated materials will be open for review by the public to the extent allowed by the California Public

Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

7.19 Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

7.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

7.21 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

7.22 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to information after the Deadline for Proposal Submission unless such is formally requested, in writing, by the City.

7.23 Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

7.24 Warranty

The selected Proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof-of-capabilities. Further, that the requirements as stated in this RFP will become part of the selected Proposer's license and the Proposer will warrant to the requirements. The selected Proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

7.25 Rights of the City

The City reserves the right to:

- ◆ Make the selection based on its sole discretion
- ◆ Reject any and all information

- ◆ Issue subsequent Requests for Proposal
- ◆ Postpone opening proposals, if necessary, for any reason
- ◆ Remedy errors in the Request for Proposal process
- ◆ Approve or disapprove the use of particular subcontractors
- ◆ Negotiate with any, all, or none of the Proposers
- ◆ Accept other than the lowest offer
- ◆ Waive informalities and irregularities in the proposal
- ◆ Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

8 Appendix A – Requirements

The Requirements are provided separately as Appendix A – Requirements as a Word document.

9 Appendix B – Price Sheets

The Price Sheets are provided separately as Appendix B – Price Sheets as an Excel document.

10 Appendix C – City Standard Agreement

The City Standard Agreement is provided separately as Appendix C – City Standard Agreement as a PDF.

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Introduction

As stated in RFP Section 4.2, Proposers must use this document to respond to the ERP requirements included herein.

Proposers must respond to all of the requirements. Proposers must respond to each of these requirements with one of the following response codes:

- Y – Meets Requirement
- N – Does Not Meet Requirement
- F – Planned for future release
- W/C – Workaround Proposed or Customization Needed to Meet Requirement
- T – Third-Party Solution to Meet Requirement

Note that response codes “Y” and “N” do not require written responses.

However, the other response codes “F,” “W/C,” and “T” do require written responses. For these codes, Proposers must describe how the requirement will be met in the “Response/Comment” column. For response code “F,” Proposers must provide a statement indicating the release number and date as to when the release is scheduled to occur. For response code “W/C,” Proposers must provide a statement indicating when any customization will be completed. For response code “T,” Proposers must describe the third-party solution, who is to support the implementation of it, and how and by whom the interface will be completed.

Some requirements are marked “optional” (Budgeting, Recruiting, Onboarding and Performance Reviews), which means the City may or may not purchase them. Even though this is the case, proposers must respond to these requirements with the codes defined above, and ensure these requirements are accounted for in the Price Sheets. Note that while the costs for these need to be accounted for in the Pricing Sheets, since they are optional, they should be separate and not included in the total.

1 General

1.1 User Interface

#	Requirement	Response Code	Response/Comments
1.1.1	Provides a browser-based user interface		
1.1.2	Supports mobile technologies (e.g. smartphones, tablets)		
1.1.3	Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents		
1.1.4	Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) modules and available in near real time (single-points of data entry) to eliminate re-keying of information		
1.1.5	Provides organized screen layouts (dashboards) that can be modified and made unique by each user		
1.1.6	Provides shortcuts for frequently accessed processes, screens, reports, etc.		
1.1.7	Provides search functions that reach across all applications and attachments		
1.1.8	Provides online help that is context sensitive and content appropriate with manuals also available for download		
1.1.9	Provides auto population of fields based on entry of information in another field across all modules (i.e. entering a PO number will automatically fill in vendor information)		
1.1.10	Allows user to enter effective date of transactions throughout modules including future and past dates (based on defined security roles)		

1.2 Workflow

#	Requirement	Response Code	Response/Comments
1.2.1	Provides integrated workflow management including generation, routing, notification and approval or rejection of forms, reports, other documents and processes (e.g. payable processing, purchase order requisitions, GL transactions, HR transactions, time entry, payroll processing, budgeting, personnel action forms, etc.) for all modules		
1.2.2	Supports rules-based workflow routing to multiple approvers that can be concurrent or consecutive with prioritization, alerts, and electronic signatures		
1.2.3	Provides ability to establish multiple approval levels based on user-defined criteria (e.g. dollar amounts, types of items purchased, document types, etc.)		
1.2.4	Allows out of office approval delegation		
1.2.5	Integrates with the email system to assist in the notification/request of approvals, reject, corrections, and approval through/from email and mobile devices		
1.2.6	Allows document attachment for review through all levels of workflow approval for all core modules		
1.2.7	Provides rule-based alerts (including e-mail) for past-due workflow items		
1.2.8	Provides user visibility of workflow queue for items within the system		

1.3 Document Management

#	Requirement	Response Code	Response/Comments
1.3.1	Provides the ability to create, store, and retrieve electronic images (e.g. purchase orders, payroll checks, accounts payable invoices, etc.) that are attached to the appropriate transaction record for all modules		
1.3.2	Supports multiple media formats (e.g. audio, video, image, etc.) and file types (e.g. Excel, Word, PDF, etc.)		
1.3.3	Offers drill-down/drill across features for users to view documents associated with financial, payroll, and personnel transactions		
1.3.4	Supports document scanning and attachment and makes documents accessible throughout all modules (i.e. requisition, purchase order, packing slips, accounts payable, budget, onboarding, leave, etc.)		

1.4 Reporting and Analysis

#	Requirement	Response Code	Response/Comments
1.4.1	Provides a user-friendly inquiry and reporting tool that does not require specialized knowledge or training		
1.4.2	Provides modeling tools to do 'what if' analysis and forecasting (i.e. analysis of revenue/expenditure trends and the ability to develop forecast projections)		
1.4.3	Processes transactions in real-time and are immediately available for inquiry and reporting		
1.4.4	Allows users to drilldown from reports and inquiries to source transaction		

#	Requirement	Response Code	Response/Comments
1.4.5	Provides full integration with MS Excel for all modules (e.g. worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/formatting		
1.4.6	Provides the ability to copy and customize standard reports		
1.4.7	Provides the ability for reports to access data across all modules		
1.4.8	Provides the ability to create report notification groups and inform/alert groups when a new report is available		
1.4.9	Provides the ability to choose a format when exporting a report (e.g. Excel, Adobe, flat file, delimited, etc.)		
1.4.10	Provides the ability for a dashboard/scorecard to include, at a minimum, user defined metrics, key performance indicators (KPIs), reports, charts, etc.		
1.4.11	Provides the ability for reporting to be based on user security setting		
1.4.12	Provides the ability to save and “publish” ad hoc reports for use by report author and others, and to generate these automatically at desired intervals		
1.4.13	Provides the ability to report/query on any field within an application		
1.4.14	Allows for multiple output options (e.g. display, print, email, etc.)		
1.4.15	Provides the ability to automatically run scheduled reports for distribution to a group or individuals.		
1.4.16	Provides the ability to define report from/to dates, including dates across multiple fiscal years		
1.4.17	Provides the ability to obtain summary level or detail level reports		

#	Requirement	Response Code	Response/Comments
1.4.18	Provides the ability to define sorting parameters for reports (i.e. by date, department, fund, etc.)		
1.4.19	Provides the ability to stay current with changes in State and Federal payroll reporting requirements		

2 Finance

2.1 General Ledger/Accounting

General

#	Requirement	Response Code	Response/Comments
2.1.1	Supports accrual, modified accrual, and cash accounting methods		
2.1.2	Provides support for project accounting that crosses multiple fiscal years		
2.1.3	Maintains accounts for transactions via elements such as fund, sub-fund, department, division, program, project, object, or any other element needed to meet the needs of the City		
2.1.4	Supports posting of transactions individually and/or in summary to the general ledger regardless of the transaction source ensuring each entry is balanced and auditable		
2.1.5	Provides a message/warning if transactions are not balanced		
2.1.6	Creates appropriate entries needed at the end of a period and for purposes of opening a new period (e.g. rolling forward account balances or reversing certain year end entries)		
2.1.7	Provides the ability to add notes/comments to transactions that post to the GL		
2.1.8	Enforces rules for entry validation based on roles at departmental/user level to prevent incorrect account coding		
2.1.9	Captures multiple dates (e.g. transactional, posting, data entry, etc.)		

#	Requirement	Response Code	Response/Comments
2.1.10	Provides pooled cash accounting from multiple funds to a single bank account		
2.1.11	Provides the ability to manage and reconcile multiple bank accounts and to transfer funds between the accounts		
2.1.12	Provides the ability to automate fund account allocations for certain transactions		
2.1.13	Allows multiple periods to be open at the same time		

Chart of Accounts

#	Requirement	Response Code	Response/Comments
2.1.14	Supports a flexible COA structure with room for growth within each field and expanded use of segments in the future		
2.1.15	Provides the ability to support the City as paying agent for Narcotics enforcement, LAFCO, Sutter Butte Flood Control Agency, and Sutter Animal Control		
2.1.16	Provides ability to reclassify the COA as necessary in support of organizational changes without having to create an entirely new COA		
2.1.17	Accommodates potential City department reorganization by mapping historical transactional data across old to new account structures		

Journal Processing

#	Requirement	Response Code	Response/Comments
2.1.18	Supports the following journal processing capabilities: one-time, standing, automated recurring, allocations & distributions, automatic reversals (accruals), imports, and corrections		
2.1.19	Identifies the source of journals (e.g. budget, sub-system, import, etc.)		
2.1.20	Manages due to/due from transactions		
2.1.21	Allows multiple options for creating a journal (e.g. onscreen, import from Excel, copy a prior journal, etc.)		
2.1.22	Provides multiple description fields for the Journal Entries (i.e. long, short, free form, etc.) and document attachment		
2.1.23	Provides the ability to search for posted journal entries by date, keyword, creator, etc.		
2.1.24	Provides the ability to save work in process and return to it at another date/time		
2.1.25	Prevents the use of Journal Entry numbers		
2.1.26	Provides the ability to attach and view supporting documents for journal entries		

Bank Reconciliation

#	Requirement	Response Code	Response/Comments
2.1.27	Provides the ability to manage and automate reconciling of multiple bank accounts, including check clearing, stop pays, and credit cards		
2.1.28	Provides the ability to transfer funds between bank accounts		

#	Requirement	Response Code	Response/Comments
2.1.29	Provides the ability to allocate interest, with weighting, to appropriate funds		
2.1.30	Provides the ability to manage and automate reconciling of multiple bank accounts, including check clearing, stop pays, and credit cards		
2.1.31	Provides the ability to transfer funds between bank accounts		
2.1.32	Provides the ability to allocate interest, with weighting, to appropriate funds		
2.1.33	Tracks cash balances on all funds by sub-fund and project		
2.1.34	Automatically calculates and allocates interest earnings based on average daily balance and included interest charges for negative balances		
2.1.35	Allows user-defined interest allocation methodology		
2.1.36	Provides the ability for interest to be posted to a different fund/sub-fund from earning source		
2.1.37	Provides for positive pay support with bank integration		

Closing

#	Requirement	Response Code	Response/Comments
2.1.38	Supports period end soft close processes (i.e. secures new entries to a closed accounting period for specific modules)		
2.1.39	Provides automated year-end closing of revenue and expenditure accounts and the automated roll forward of balance sheet accounts (as appropriate) to establish and maintain subsequent year beginning balances		

#	Requirement	Response Code	Response/Comments
2.1.40	Allocates interest earning, gain/loss on investments, and expenses as a percentage of daily cash balances, prepares journals of the allocations for review and posting		
2.1.41	Allows multiple year-end closings periods (i.e. period 13, period 14, etc.)		

Cost Allocation

#	Requirement	Response Code	Response/Comments
2.1.42	Provides the ability to allocate total costs related to an internal service fund or activity across multiple departments / divisions based on user defined factors (i.e. employee count; square feet of office space; number of desktop computers)		
2.1.43	Provides the ability to bill from a department/division/project to another department/division/project or within a department		
2.1.44	Provides the ability to select specific revenue and expenditure accounts to be compiled for future allocation/billing		
2.1.45	Provides the ability to generate a scheduled (monthly, quarterly, annually) journal voucher for the allocations/billings		

Reporting

#	Requirement	Response Code	Response/Comments
2.1.46	Provides automated month-end reporting		
2.1.47	Provides the ability to categorize and summarize transactional data in support of the Comprehensive Annual Financial Report (CAFR)		
2.1.48	Provides automated, flexible, and efficient month-end, quarterly and year-end reports		
2.1.49	Provides the ability to download transaction data to and upload data from Microsoft Excel		
2.1.50	Provides the ability to drill down into transaction data to view transaction details and related transactions		
2.1.51	Provides a report to assist Journal Entry approval/review and includes GL accounts and names, amounts, descriptions, etc.		

2.2 Budgeting (optional)

General

#	Requirement	Response Code	Response/Comments
2.2.1	Supports multiple budgeting methods (e.g. zero base, program base, line-item, rollover, etc.)		
2.2.2	Calculates projected fund balances automatically (reflecting projected reserves, revenues, expenses and inter-fund transfers that would result in an ending fund balance)		
2.2.3	Allows users to change key underlying assumptions to impact forecasts		

#	Requirement	Response Code	Response/Comments
2.2.4	Provides an automated electronic budget process with decentralized entry, workflow, and related notifications/alerts		
2.2.5	Supports tracking budget revisions and mid-year amendments (e.g. mid-year estimates calculated by Departments)		
2.2.6	Supports multiple budget years for expenditures, revenue, and projections		
2.2.7	Supports Capital Improvement Planning, Project, and Grant budgeting		
2.2.8	Tracks various budget versions (i.e. Submitted, Proposed, Amended, Approved), etc.		
2.2.9	Provides the option to initiate budgets as zero-based, with historical data (e.g. last year's actuals) or with increasing/decreasing factors down to the object level		
2.2.10	Allows departmental entry of justifications and background data (including attachments) related to requests; this information must stay with line item entries through budget level-up cycles		
2.2.11	Processes mass changes to various accounts during budget process such as a reorganization, rates changes, etc.		
2.2.12	Offers the ability to control budget rollups at multiple levels, including mid-year estimates		
2.2.13	Offers the ability to add/delete/reallocate/shift positions and update proposed budgets in real-time		
2.2.14	Allocates employee costs by percentage to multiple accounts		

#	Requirement	Response Code	Response/Comments
2.2.15	Utilizes position control to facilitate personnel budget development		
2.2.16	Automates roll-forward for selected operational and multi-year Capital Improvement Plan (CIP) project budgets		
2.2.17	Provides modeling for “what if” scenarios and forecasting tools for 5 and 10 Year Budget/Cash Flow Projections		
2.2.18	Provides an ability to apply “what if”/factor scenarios across funds, departments, programs, and/or objects as designated by staff		
2.2.19	Offers the ability to restrict staff access, through security/rights, to specific funds, departments, objects, and/or object categories		
2.2.20	Provides the ability to budget capital projects as single year or multiple years		
2.2.21	Provides the ability to define and use statistics (e.g. invoices paid, recruitments completed, etc.) as performance measurements		
2.2.22	Provides status tracking relative to departmental budget approvals		
2.2.23	Offers the ability to define a maximum budget amount per funds, department, division, object, and report against the defined maximum		
2.2.24	Provides multi-year budgeting, object, justification, description, etc. fields for each budgeting year		
2.2.25	Allows negative amounts to be entered		

Reporting

#	Requirement	Response Code	Response/Comments
2.2.26	Provides the ability to generate a statement of special fund activity (projected fund balance with current appropriations)		
2.2.27	Provides the ability to report/inquire by organization budget, amended budget, year-to-date budget, etc.		
2.2.28	Provides the ability to report on justification comments by budget line item		
2.2.29	Offers the ability to see budget-to-actuals in real-time with drill-down capabilities		
2.2.30	Supports publication of the “annual budget document” via direct leveraging of system outputs/forms/reports		
2.2.31	Provides full integration with MS Excel for budget development (e.g. worksheet export to Excel, data imported from Excel, Excel-based forecasting, etc.)		

2.3 Vendor Management

General

#	Requirement	Response Code	Response/Comments
2.3.1	Provides the ability to maintain vendor information to process payments		
2.3.2	Supports auto-numbering of vendors		
2.3.3	Provides the ability to categorize vendors by type		
2.3.4	Provides the ability to auto-generate vendor descriptions by type		
2.3.5	Supports decentralized vendor entry with workflow to approve vendor prior to availability for use		

#	Requirement	Response Code	Response/Comments
2.3.6	Provides the ability to attach supporting documentation		
2.3.7	Provides the ability to add notes to a vendor record		
2.3.8	Provides the ability to identify vendors as active or inactive		
2.3.9	Provides the ability to view changes to vendor records (i.e. address, name, phone, etc.)		
2.3.10	Provide workflow to approve vendor changes		
2.3.11	Provides the ability to track insurance requirements and related certificates needed for doing business with the City		
2.3.12	Ensures a W-9 is on file prior to setting up a PO or contract encumbrance		
2.3.13	Identifies the last time a W-9 form was updated		
2.3.14	Prevents duplicate entry of vendor records		
2.3.15	Notifies staff if insurance requirements are near/past expiration		
2.3.16	Supports multiple remittance addresses for a vendor		
2.3.17	Provides the ability to check any contracts and PO's associated with a vendor		

#	Requirement	Response Code	Response/Comments
2.3.18	Provides a vendor self-service portal with functions that include: • Provide vendor related forms online • Submit requests to become “registered” vendors • Register to receive notifications for formal bids, and download information and upload bids accordingly • Check invoice/payment status • View appropriate transactional history associated with purchase orders (POs) • Make changes to address, phone, primary contact, etc. • Ability to submit and track submitted documents		
2.3.19	Provides appropriate levels of security to ensure vendor information is secure		

Reporting

#	Requirement	Response Code	Response/Comments
2.3.20	Provides the ability to report on payments made to a vendor in a specific year		
2.3.21	Supports CA Employment Development Department (EDD) reporting requirements (cumulative payments over \$600 within a given year) for independent contractors		

2.4 Procurement/Purchasing

Requisitions

#	Requirement	Response Code	Response/Comments
2.4.1	Provides the ability to configure alerts (percentage/dollar-based) when an invoice (or combination of invoices) is on the verge of exceeding the approved PO amount or the approved budget		
2.4.2	Enforces the purchasing policy rules for “Open Market” purchases (i.e. under policy thresholds that do not require a PO), general purchases, informal bidding, formal bidding, authority limits, sole source, and emergency purchasing procedures		
2.4.3	Performs budget checking during requisition, PO creation, and invoice processing		
2.4.4	Supports the purchase of recurring services by automatically generating a requisition/PO based on pre-established criteria (e.g. health insurance, cleaning services, and leased vehicles)		
2.4.5	Provides the ability to categorize a requisition as “in review”		
2.4.6	Provides the ability to hold a requisition before turning it into a PO		
2.4.7	Provides the ability to attach supporting documentation to requisitions		
2.4.8	Provides the ability to enter notes or comments on a requisition		
2.4.9	Provides the ability to indicate a requisition as a Fixed Asset		
2.4.10	Provides the ability to pre-populate requisition fields as applicable		

#	Requirement	Response Code	Response/Comments
2.4.11	Provides the ability to capture various units of measure		
2.4.12	Provides the ability to ID a requisition as taxable or non-taxable		

Encumbrances

#	Requirement	Response Code	Response/Comments
2.4.13	Provides the ability to pre-encumber/encumber requisitions and purchases, and the ability to override transactions that fail budget check		
2.4.14	When a requisition or PO is cancelled, or closed, automatically reverses pre-encumbrance and encumbrance amounts as appropriate		
2.4.15	Provides the ability to encumber service and construction contracts to separate numbers for PO		

Purchase Orders

#	Requirement	Response Code	Response/Comments
2.4.16	Provides the ability to have a single PO associated with multiple departments and/or funding sources (i.e. cross department PO's)		
2.4.17	Supports recurring/routine departmental PO's based on dollar limits		
2.4.18	Supports annual, blanket, multi-department PO types		
2.4.19	Supports multiple line items per PO with the option of associating different GL accounts with each line		
2.4.20	Captures internal or external justifications, notes, or comments on PO; internal comments must only be visible to staff		

#	Requirement	Response Code	Response/Comments
2.4.21	Limits which users are authorized to override established PO limits		
2.4.22	Provides near real-time expense tracking on all PO's, including blanket PO's		
2.4.23	Prevents a PO from being issued to an inactive vendor		
2.4.24	Provides options for distributing the PO (e.g. print-mail, email, etc.)		
2.4.25	Provides the ability to re-open a purchase order that has been closed including recording the encumbrance (for current, not past FY)		

CAL-Cards

#	Requirement	Response Code	Response/Comments
2.4.26	Supports management and staff utilization of CAL-Cards		
2.4.27	Provides the ability to capture card issuance details		
2.4.28	Supports the ability to exclude items from CAL-Card purchases (e.g. entertainment, gas, meals, etc.)		
2.4.29	Supports single purchase and overall transaction limits as indicated in the City's CAL-Card Procedures Document		
2.4.30	Allows for CAL-Card single purchase and monthly limits to be increased on either a temporary or permanent basis and provide workflow approvals of limit increases		
2.4.31	Provides the ability to flag sales tax		
2.4.32	Provides the ability to scan and attach receipts		
2.4.33	Provides mobile access for the uploading of receipts		

#	Requirement	Response Code	Response/Comments
2.4.34	Supports interface with US Bank for CAL-Card statements, reconciliation, and monthly payments from City to bank		
2.4.35	Provides automated notification to staff when statements are received from US Bank		
2.4.36	Provides the ability to assign purchases to different GL accounts		
2.4.37	Provides approval workflow (based on City's Purchasing Policy) for purchase approvals		
2.4.38	Provides the ability to close CAL-Card transactions on a monthly basis		

Year End

#	Requirement	Response Code	Response/Comments
2.4.39	Defines close and roll-over dates at system and module level		
2.4.40	Supports the maintenance of open POs over multiple years		
2.4.41	Supports year-end activities such as conditional PO closure and the ability to roll purchase orders to the new fiscal year		
2.4.42	Ensures old year GL reflects PO and encumbrance balances after roll-forward		
2.4.43	Supports rolling of PO to different account number in the new year		
2.4.44	Automates PO rollover process for individual or groups of POs including appropriate treatment of carryover budget amounts		
2.4.45	Allows users to enter POs for the new fiscal year prior to the start of that fiscal year		

Reporting

#	Requirement	Response Code	Response/Comments
2.4.46	Provides the ability to report/inquire on funds encumbered to date		
2.4.47	Provides the ability to report “large” PO’s for a specific time period		
2.4.48	Provides the ability to report on P-Card exception items and trends		

2.5 Contract Management

#	Requirement	Response Code	Response/Comments
2.5.1	Supports tracking and managing of master agreements (and their individual task orders) and contract status (e.g. milestone payment schedule, payment terms, payments, incentives, amendments/change orders, renewal status, expiration dates, insurance certificates, remaining balances, payments per deliverable, etc.)		
2.5.2	Associates contracts to projects, grants, and/or purchase orders		
2.5.3	Provides the ability to alert/notify of expiring contract items (e.g. contract end, insurance documents, licenses etc.)		

2.6 Accounts Payable

General

#	Requirement	Response Code	Response/Comments
2.6.1	Supports payments to various entities including, but not limited to, vendors for services or goods, employees' expenses, and retirees		
2.6.2	Provides and applies appropriate controls over all payments		
2.6.3	Provides the ability to generate an annual report to calculate the City's sales tax liability vendors did not collect		

Invoice Receipt/Entry

#	Requirement	Response Code	Response/Comments
2.6.4	Supports receipt and entry of hardcopy and electronic invoices		
2.6.5	Checks the status of all open/pending invoices		
2.6.6	Provides the ability to identify duplicate invoices from vendor		
2.6.7	Automates matching the PO, receiver, and invoice		
2.6.8	Manages vendor invoice credits with associated adjustments to encumbrances and PO balances		
2.6.9	Supports checking available PO balance		
2.6.10	Provides the ability to define a threshold for payments to process if it exceeds PO balance (e.g. due to taxes, shipping, etc.)		

Payment Calculation

#	Requirement	Response Code	Response/Comments
2.6.11	Alerts staff of and calculates payment discounts		
2.6.12	Supports automatically calculating shipping and taxes as appropriate for items being paid at time of data entry		
2.6.13	Provides the ability to automatically calculate retainage using percentage indicated on a purchase order		
2.6.14	Allows for the tracking, deduction, and reporting of garnishments		
2.6.15	Allows payments that can be set/scheduled with associated tracking of payment terms		
2.6.16	Provides the ability to allocate pre-payment amounts across accounting periods (i.e. for software maintenance agreements)		
2.6.17	Provides the ability to include sales tax owed if the vendor did not include the amount on the invoice		

Payment Process

#	Requirement	Response Code	Response/Comments
2.6.18	For multi-line item POs, allows selection of one or more of those line items during invoice processing		
2.6.19	Creates positive pay files		
2.6.20	Supports processing of 1099's and 1099 reporting requirements		
2.6.21	Supports refund and retention payment processing		
2.6.22	Provides the ability to short close POs based on user defined parameters		

#	Requirement	Response Code	Response/Comments
2.6.23	Provides for ACH and wire transfer payments to vendors with a system generated email notification that payment was sent		
2.6.24	Provides alerts for invoices that are aging and where penalties may apply		
2.6.25	Supports the creation of automated splits by fund, department, and/or account according to user-specified requirements		

Check Generation

#	Requirement	Response Code	Response/Comments
2.6.26	Provides an option for more than one check for a vendor during a check process		
2.6.27	Supports generating multiple page checks		
2.6.28	Provides an option for on demand manual checks		
2.6.29	Allows reprinting checks without void and reissue if an error occurs during check printing		

2.7 Employee Expense Reporting

#	Requirement	Response Code	Response/Comments
2.7.1	Provides for web-based employee expense reimbursement		
2.7.2	Provides access via mobile devices		
2.7.3	Provides electronic workflow for review and approval		

2.8 Fixed Asset Accounting

General

#	Requirement	Response Code	Response/Comments
2.8.1	Provides functionality to capture and maintain information associated with leased and capitalized assets		
2.8.2	Provides the ability to import new fixed assets and attributes		
2.8.3	Supports barcoding/scanning of fixed asset tags		
2.8.4	Provides, or interfaces with, asset tag solution		
2.8.5	Provides parent/child associations for assets		
2.8.6	Allows multiple funding sources per asset, including grant funding sources		
2.8.7	Provides the ability to link an asset(s) to a CIP project		
2.8.8	Provides the ability to track non-capitalized assets		
2.8.9	Supports various asset depreciation schedules, the ability to change depreciation methodologies, and (from a point in time) recalculates depreciation based on the remaining life		
2.8.10	Allows for creation of an asset as part of purchase requisition		
2.8.11	Tracks asset maintenance, including enhancement and transfers, and projected associated costs		
2.8.12	Tracks asset disposal and salvage values		
2.8.13	Provides journal entries to record depreciation expense to the General Ledger		
2.8.14	Supports the ability for an image to be attached to the asset record		

Reporting

#	Requirement	Response Code	Response/Comments
2.8.15	Allows user to define fields for asset reporting to assist with analysis (e.g. APN, motor vehicles, buildings, equipment etc.)		
2.8.16	Reports on assets nearing full depreciation		
2.8.17	Assets by location, fund, depreciation, department, category. Reconciles to GL. For reconciliation, a report with all information on one line is important. Additions, disposal, or retirement reports		

2.9 General Billing/Accounts Receivable

General

#	Requirement	Response Code	Response/Comments
2.9.1	Provides customizable invoice entry templates used to initiate invoice process		
2.9.2	Supports invoicing of various entities including, but not limited to, citizens, former employees, businesses, developers, and other governmental entities		
2.9.3	Supports invoicing for a variety of items, but not limited to false alarms, grants, property damage, COBRA, NSF check fee, and other miscellaneous items and services		
2.9.4	Provides electronic workflow to route initial invoice entry document to user-defined reviewers and approvers before invoice is generated and receivable is established		
2.9.5	Provides the ability to send copies of invoices via email		

#	Requirement	Response Code	Response/Comments
2.9.6	Provides functionality to record receivable and payments against customer accounts		
2.9.7	Provides the ability to add user-defined messages to invoices and statements		
2.9.8	Provides options for off-cycle and regular batch bill runs		
2.9.9	Ensures appropriate cross-references to payment history and open balances for refunds processing		
2.9.10	Provides statements of cumulative activity (vs. invoices only)		
2.9.11	Provides comprehensive NSF check processing including reversing payments, appropriate reversing of accounting transactions, rebilling with NSF check charge(s), and associating these events with the customer's account		
2.9.12	Provides NSF support in the way of application of additional fees, adjustments to receivables, etc.		
2.9.13	Provides on demand and interval-based (i.e. weekly) past due payments		
2.9.14	Provides accounts aging data sufficient to support collection activities		
2.9.15	Automates 2nd and 3rd notices of missed payments		
2.9.16	Provides the ability to reverse payments and prepare write off journal entries		
2.9.17	Provides the ability to edit and revise invoices (i.e. address, comments, etc.) including the amount and will also record (adjustments) the revised amount to the General Ledger		
2.9.18	Supports recurring invoices		

#	Requirement	Response Code	Response/Comments
2.9.19	Provides an option for payments to immediately affect customer account balances while batches are still open		
2.9.20	Provides the ability to search items identified as uncollectable		

Reporting

#	Requirement	Response Code	Response/Comments
2.9.21	Provides end of month balancing reports		
2.9.22	Provides cash receipting, invoice detail (for what is billed), unapplied credit, and customer aging reports		

2.10 Cash Receipts (Cashiering)

General

#	Requirement	Response Code	Response/Comments
2.10.1	Provides a centralized cashiering module to collect and manage transactions (e.g. cash, checks, credit cards, ApplePay, electronic payments, etc.) from multiple locations on a daily basis		
2.10.2	Supports online payments		
2.10.3	Supports various payment processors		
2.10.4	Supports daily tracking of deposits by user and type for end of day balancing		
2.10.5	Provides summary and detail information regarding a day's activity (e.g. number and amount of checks, number of cash transactions and cash total, etc.)		
2.10.6	Supports immediate recognition of payments received by credit card		

#	Requirement	Response Code	Response/Comments
2.10.7	Supports the daily tracking of deposits by user and type for end of day balancing		
2.10.8	Supports posting of all transaction receipts (cash, credit cards, checks, wires, etc.)		
2.10.9	Provides daily reports in order to prepare deposit slips, track cash receipted in by denomination, check, electronic deposits, etc.		
2.10.10	Provides the ability to track deposits in transit/cash in vault		
2.10.11	Provides the ability to track and report all monthly cash (and cash equivalents) receipted in and disbursed out		
2.10.12	Provides the ability to track and report number of specific types of transactions by certain time frame (e.g. number of EFT's in a specific month, number of ACH's executed during the year, number of deposits on a specific date, etc.)		
2.10.13	Provides bank interfacing, using transaction codes defined by the bank and the City		
2.10.14	Provides bar code functionality to capture customer billing information (including amount due), with bar code appearing on bills, and ability to scan and retrieve customer billing information		
2.10.15	Provides for chip and Pi/PCI compliance capabilities		
2.10.16	Supports breaking down of trial balance into the five unique GASB 54 categories		

Reporting

#	Requirement	Response Code	Response/Comments
2.10.17	Supports reporting broken down by user, various date range and batch reports, Monthly Report of Cash Receipts, GL entries that hit cash, check register reports by account, and reports for cleared checks, uncleared checks, and voided checks		

2.11 Project and Grant Accounting

#	Requirement	Response Code	Response/Comments
2.11.1	Provides functionality to manage capital projects and grants, including tracking funding sources and budget to actual expenditures		
2.11.2	Provides functionality to divide projects/grants into multiple categories and subcategories		
2.11.3	Distributes costs and units (including labor hours) to an unlimited number of projects/grants (job phases) and sub-divisions (job-sub-phases)		
2.11.4	Provides fields to record the type of grant (local, state, and federal), grantor information, match terms, grant begin and end date, and grant drawdown activity		
2.11.5	Allows users to track activities and manage reimbursements/billings related to grants and to associate those grants with projects as appropriate		
2.11.6	Supports multi-year projects/grants		
2.11.7	Supports multiple funding sources		
2.11.8	Provides real-time project and grant budget balances with the option to include pending staff time or pending invoices in process		

#	Requirement	Response Code	Response/Comments
2.11.9	Supports recording revenues and expenditures against the project/grant		
2.11.10	Tracks actual, committed, and estimated (or budgeted) costs		
2.11.11	Provides the ability to establish overhead rates		
2.11.12	Captures staff time and associates it directly to a project using a blended hourly rate (or actual rate) based on defined project rules		
2.11.13	Reports on project and grant activity by period and over the life of the project/grant award		
2.11.14	Supports collecting of reimbursements at a project level		

3 Human Resources

3.1 Position Control

#	Requirement	Response Code	Response/Comments
3.1.1	Provide reporting by position type, allocations, filled positions, vacant positions, changes during a user-defined time period, etc.		
3.1.2	Associates positions with funding source		
3.1.3	Reserves a position upon request to fill a vacancy		
3.1.4	Identifies positions that are overfilled, under-filled, and/or double-filled		
3.1.5	Identifies positions that are grant funded and has a position end date (end of grant date)		
3.1.6	Supports the ability for positions to split funding across multiple funds, departments, and/or divisions		
3.1.7	Tracks full-time, part-time, temporary, and seasonal employees		
3.1.8	Contains a comments/notes field to capture details of position changes		

3.2 Recruiting (optional)

General

#	Requirement	Response Code	Response/Comments
3.2.1	Provides a web portal for recruitment information to be posted and allows applicants to submit applications and related documents		
3.2.2	Supports the ranking of candidates		
3.2.3	Supports scheduling of interviews		
3.2.4	Supports sharing and display of candidate resumes among interview panelists		

#	Requirement	Response Code	Response/Comments
3.2.5	Reports point-in-time status of the completion of recruitment tasks		
3.2.6	Provides notification to hiring manager when a candidate accepts an offer		

Reporting

#	Requirement	Response Code	Response/Comments
3.2.7	Supports EEOE reporting requirements		

3.3 Onboarding (optional)

#	Requirement	Response Code	Response/Comments
3.3.1	Works with employee self-service web portal to facilitate on-boarding process, including completion and submission of documents, benefit enrollment forms, etc.		
3.3.2	Reports on status of completion of specific onboarding tasks including employee orientation, forms completion, etc.		
3.3.3	Facilitates sharing of new hire information between hiring department, IT, etc.		
3.3.4	Provides the ability to accept electronic signatures by new hires to sign enrollment forms, acknowledge receiving City equipment, safety training, etc.		

3.4 Employee Master File

General

#	Requirement	Response Code	Response/Comments
3.4.1	Maintains data elements including but not limited to employee ID, basic demographics, address information, emergency contacts, survivor/beneficiary information, dependent information, history of salary changes (effective start and end dates) including eligibility for stipends, training/certification, and history of personnel actions		
3.4.2	Provides the ability to store and view employee photo		
3.4.3	Provides the ability to attach documents to an employee file		
3.4.4	Provides employee directory functionality, and development of organization charts		
3.4.5	Provides the ability to track City property (badge, phone, vehicle, etc.) provided to the employee throughout tenure with the City		
3.4.6	Provides the ability to track special assignments, including designation as Disaster Service Worker, assigned role in Emergency Management, etc.		
3.4.7	Notifies designated staff (i.e. Emergency Manager) when an employee can no longer fulfill their assigned role do to separation, leave, or other reasons		
3.4.8	Supports setting maximum deduction for 457 deferred comp accounts (parent code that controls child codes)		
3.4.9	Provides the ability to report on data required for labor costing/negotiations		

Reporting

#	Requirement	Response Code	Response/Comments
3.4.10	Provides Seniority Listing, including Time in Grade		
3.4.11	Provide flexible organization chart reporting functions		
3.4.12	Provides ability to select data required for labor costing/negotiations (e.g., ASRS, health, pay, employment dates, position title, etc.)		
3.4.13	Provides Federal and State government mandated reporting, including but not limited to: • IRS 1099 • IRS 941 • SSA W-2 • EEOC EEO-4 • DOL VETS 100 • SCO Employee Compensation • EDD New Hire • EDD Quarterly Contribution Return and Report of Wages (DE9 and DE9C) • EDD Report of Independent Contractors (DE542) • EDD SDI and UI		

3.5 Benefits Administration

General

#	Requirement	Response Code	Response/Comments
3.5.1	Provides flexible, rules-based benefit management functionality to manage public employee benefits (including transition to retiree benefits) such as medical, dental, disability, life insurance, recreation, etc. as provided via EPIC, UNUM, AFLAC, etc.		
3.5.2	Complies with current and future Affordable Care Act (ACA) requirements, including automatic notification to employee when a dependent is at age 19 for full-time student status, and an annual courtesy check until age 25, with coverage discontinuance at age 26		
3.5.3	Complies with Consolidated Omnibus Budget Reconciliation Act (COBRA) requirements		
3.5.4	Supports California Public Employees Retirement System (CalPERS) to manage pension, health, and retirement benefits		
3.5.5	Supports the pre-tax withholding of deferred compensation for part time, seasonal, and temporary employees in lieu of Social Security withholding and 457 plan for full time employees		
3.5.6	Maintains eligibility dates for different plans based on different rules and which may differ from hire dates		
3.5.7	Updates employee and retiree benefit records and reflects changes in pay in HR and payroll systems/modules and applicable 3rd party benefit providers whenever there are changes due to a life event, changes in eligibility rules, or requests for benefits		

#	Requirement	Response Code	Response/Comments
3.5.8	Supports the ability to track and invoice health care deduction amounts for retirees and COBRA participants through Accounts Receivable		
3.5.9	Supports administration of flexible spending reimbursement accounts		
3.5.10	Supports the tracking of hours worked for seasonal and part-time employees up to the 1,000 hours which triggers PERS coverage, and 1,456 hours which triggers City benefits		
3.5.11	Provides the ability to establish benefits tiers according to employee type (based on Date of Hire) (e.g. Board Members, full-time employees, part-time employees, retirees, etc.)		

Reporting

#	Requirement	Response Code	Response/Comments
3.5.12	Supports carrier billing/self-bill reconciliation and reporting		
3.5.13	Provides ACA reporting form 1095C		
3.5.14	Provides the ability to generate reports detailing amounts paid by the City for specific benefits versus amounts paid by employees		

3.6 Leave Administration

#	Requirement	Response Code	Response/Comments
3.6.1	Supports managing available leave balances, including leave earned and taken, for all types of leave (PTO, vacation, sick, FLMA, disability, worker's comp, modified duty, donated, etc.		

#	Requirement	Response Code	Response/Comments
3.6.2	Allows for flexible rules for taking leave when balances are at zero, but accrual is pending		
3.6.3	Provides the ability to cap accruals such as vacation, etc. and to cap dollars for deferred comp, etc.		
3.6.4	Notifies employees of leave that will be lost, cease to accrue, or automatically paid		
3.6.5	Supports transfer of leave accrued by City employees to a catastrophic leave bank, and subsequent transfer of hours to other City employees for catastrophic health		
3.6.6	Supports unlimited number of leave types/banks		
3.6.7	Allows employees to supplement disability pay with leave hours and calculate pay		
3.6.8	Provides integration with time entry system for vacation/leave requests		
3.6.9	Supports leave accruals at different rates for different employee classifications		
3.6.10	Support cash out of leave at different rates		
3.6.11	Provides the ability to generate ad hoc leave balance report by employee		

3.7 Personnel Actions

#	Requirement	Response Code	Response/Comments
3.7.1	Provides online personnel action forms		
3.7.2	Provides functionality to manage personnel actions from initiation, review, authorization, and approval for actions such as promotions, demotions, salary increase, discipline, separations, leave, etc.		
3.7.3	Updates employee records in HR and payroll systems/modules to reflect changes in pay if needed		

#	Requirement	Response Code	Response/Comments
3.7.4	Provides the ability to set effective date and time of a personnel action (e.g. promotion, COLA, etc.)		
3.7.5	Uses end dates to automatically stop the action at a specified time (e.g. discontinue administrative leave without pay, leave of absence, etc.)		

3.8 Training and Certifications

#	Requirement	Response Code	Response/Comments
3.8.1	Supports tracking of required position-specific job certifications, licenses, mandatory training, expirations, etc.		
3.8.2	Provides automated notification of expiring certifications/licenses to supervisors and employees based on user-defined rules		
3.8.3	Associates certifications with applicable pay codes such that employees are paid or not paid based on the status of their certification		
3.8.4	Updates employee records in HR and payroll systems/modules such that changes in pay can occur based on completion of training/certification events		

3.9 Performance Reviews (optional)

#	Requirement	Response Code	Response/Comments
3.9.1	Provides functionality to manage performance reviews/evaluations including tracking notifications, initiation, review results, and approvals		
3.9.2	Provides notification of performance reviews coming due to supervisors and managers based on user-defined rules		

#	Requirement	Response Code	Response/Comments
3.9.3	Provides workflow to manage/approve electronic employee performance review/evaluation		
3.9.4	Provides the ability to define and manage electronic evaluations/forms that are different by department and by job classification		
3.9.5	Provides the ability to attach external forms and documents throughout the workflow		
3.9.6	Provides alerts on past due evaluations and escalation notifications		

3.10 Employee Self Service (ESS)

#	Requirement	Response Code	Response/Comments
3.10.1	Provides an ESS portal that allows access and update to designated employee information		
3.10.2	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g. CalPERS, 3rd Party Benefit Providers, etc.) and allows HR staff to review and approve the changes		
3.10.3	Provides the ability to view and print paycheck history, W2 history, personnel actions, leave balances, etc.		
3.10.4	Provides the ability to update/change benefits during open enrollment or due to a life event, and profile data (e.g. address, phone number, emergency contact beneficiaries, dependents, etc.)		
3.10.5	Provides the ability for employee to reset password		
3.10.6	Supports access to the ESS portal from various types of mobile devices		

#	Requirement	Response Code	Response/Comments
3.10.7	Supports various employee requests (e.g. time off, expense reimbursement, etc.) and workflow for managers to approve electronically		

3.11 Pay Administration

General

#	Requirement	Response Code	Response/Comments
3.11.1	Provides functionality to manage employee pay including wages, Special Pay, State and Federal taxes, and accruals		
3.11.2	Provides the ability to configure multiple accrual types (comp time, leave, workers compensation, vacation, etc.)		
3.11.3	Provides the ability to manage multiple garnishment cycles (e.g. 24 pay periods and 26 pay periods)		
3.11.4	Provides the ability to establish multiple garnishments using the same garnishment code for a single employee and automatically calculate garnishment limitation amounts		
3.11.5	Supports multiple earning/pay codes including, but not limited to, Special Pays, Longevity Pays, Certification Pays, etc. that may change between pay periods		
3.11.6	Enforces required pay type based upon activity (e.g. certain overtime reasons can only accrue as paid overtime instead of comp time)		
3.11.7	Allows for deductions to be taken every pay cycle, second pay cycle, or combination of the two		

#	Requirement	Response Code	Response/Comments
3.11.8	Supports employee groups with different benefits (e.g. differing leave accrual level, differing premiums, etc.)		
3.11.9	Provides the ability to work under multiple jobs at different rates		
3.11.10	Tracks when employees are eligible for scheduled pay raises and provides automated workflow to notify supervisor of scheduled pay raise. Upon supervisor approval, triggers automated notification that: - Automatically notifies employees and their supervisors - Automatically updates employee records in HR and Payroll systems/modules to reflect changes in pay		
3.11.11	Supports flexible definition of shift work, split shifts, and work schedules (e.g. 4/10, 9/80, 5/40, 48/96, etc.)		
3.11.12	Supports flexible definition of shift work and work schedules to ensure compliance with FLSA legislation		
3.11.13	Automatically generates payables for payroll deductions (e.g. insurance, pension, taxes, etc.)		
3.11.14	Provides the ability to do 'what-if' analysis and modeling for salary increases, benefit changes, etc.		
3.11.15	Calculates step, increment, and percentage pay adjustments for effective dating for all or a group of employees (e.g. bargaining units, classes, etc.)		
3.11.16	Provides an automated process for retroactive pays based on the effective date of the retroactive pay (e.g. salary, benefits, contributions, and deductions)		
3.11.17	Provides the ability to generate an annual estimate of the cost of Medicare for retirees including monthly, quarterly, and annual payment amounts		

#	Requirement	Response Code	Response/Comments
3.11.18	Provides the ability to intercept reimbursements for accidental, personal CAL-Card use by an employee via authorized payroll deduction		
3.11.19	Tracks beginning of benefit date, benefit used date, etc.		
3.11.20	Supports creating an accrual for FMLA so that the leave can be recorded as part of employee time entry		
3.11.21	Provides notification to HR, department admin, and the employee when an accrual balance is nearing a City-defined threshold		
3.11.22	Provides the ability to allocate payroll expenses across fiscal years when a pay period includes workdays across fiscal years		
3.11.23	Supports multiple employee groups with different MOA requirements and benefits (e.g. differing leave accrual level, differing premiums, etc.)		
3.11.24	Provides the ability to configure multiple accrual types (comp time, leave, workers compensation, vacation, etc.)		
3.11.25	Supports mass change capability (e.g. COLAs) with review prior to accepting the mass change		
3.11.26	Provides the flexibility to define “PERSable” codes including different setups for different employee groups, salaries, benefits, and other similar accumulators		

Reporting

#	Requirement	Response Code	Response/Comments
3.11.27	Provides the ability to maintain and report Fair Labor Standards Act (FLSA) information as required by legislation		

#	Requirement	Response Code	Response/Comments
3.11.28	Provides the ability to report Family Medical Leave Act (FMLA) leave on an employee time entry		
3.11.29	Allows for reporting accrual and usage of benefits		
3.11.30	Provides the ability to generate a report of worker's compensation payments		
3.11.31	Supports other payroll administration reporting, including CalPERS, payroll journal, bank code tables, etc.		

3.12 Time Entry

General

#	Requirement	Response Code	Response/Comments
3.12.1	Provides functionality to collect time from various sources (e.g. Employee Self Service, mobile devices, employee badges used for facility entry, etc.), perform exception-based time entry for exempt employees, and time adjustments to multiple work schedules		
3.12.2	Provides the ability to define and validate business rules at time of collection (i.e. prevents employees from entering adjustments that will cause employee leave balances to be exceeded)		
3.12.3	Prevents employees from entering invalid data (i.e. earnings or pay codes they are not authorized to use)		
3.12.4	Provides the ability to include notes or comments associated with time submitted		
3.12.5	Requires notes or comments for certain activity types		
3.12.6	Provides functionality to allow time entered to be coded to projects, grants, or to another department with each line of time entered		

#	Requirement	Response Code	Response/Comments
3.12.7	Allows multiple pay periods to be open for time entry purposes		
3.12.8	Provides workflow to collect time, perform exception based time entry, and time adjustments to multiple work schedules, including approval and submission to payroll system/module at the department level		
3.12.9	Enforces minimum hour entry for certain activity types (e.g. Police court time)		
3.12.10	Provides the ability to track hours to special time codes (e.g. 4850, FMLA, etc.)		
3.12.11	Provides pop-up notification at time of entry when employee is close to 1,000 hours worked for part time staff and retired annuitants		
3.12.12	Provides system generated email notification to staff (employee and supervisor) who have not completed required time entry		
3.12.13	Provides the ability to identify and track part-time employee work hours on a weekly basis to ensure adherence to annual limits		
3.12.14	Supports adjustment of leave accruals when employee is working less than full time or are in an unpaid status		

Reporting

#	Requirement	Response Code	Response/Comments
3.12.15	Provides reporting to support timekeeping rules (e.g. 1,000 hours worked report for part time staff, public safety grant overtime reports, changed time recap by employee, etc.)		
3.12.16	Supports exception reporting, including missing timesheets		

3.13 Payroll Processing

General

#	Requirement	Response Code	Response/Comments
3.13.1	Provides functionality to calculate employee payroll, deductions, and accruals based on components managed in the benefits and pay administration module		
3.13.2	Provides ability to select data required for labor costing/negotiations (e.g. CalPERS, health, pay, employment dates, position title, etc.)		
3.13.3	Provides the CalPERS required payroll report in xml format, as well as the ability to inquire/run CalPERS information for research purposes		
3.13.4	Supports importing and entering time		
3.13.5	Provides functionality to calculate employee payroll, deductions, and accruals based on components managed in the HR benefit and pay administration module		
3.13.6	Processes payments for government and 3 rd party agencies (e.g. benefits, retirement, etc.)		
3.13.7	Supports State and Federal tax filings		
3.13.8	Supports multiple concurrently open payrolls (e.g. vacation, sick or comp time cash outs, etc.)		
3.13.9	Provides and enforces rule-based validation and prevents duplicate earning codes at employee level, etc.		
3.13.10	Provides user-defined exception hours' analysis		
3.13.11	Supports multiple 're-runs' of payroll prior to final payroll run		

#	Requirement	Response Code	Response/Comments
3.13.12	Generates paychecks, direct deposits (supporting deposits across multiple accounts on a single check), EFT files, bank files, and related positive pay files		
3.13.13	Supports creation of annual pay and benefit letters, W2s, and ACA annual documents		
3.13.14	The Proposer has reviewed the MOAs and associated documents listed on the following website: https://www.yubacity.net/city_hall/departments/human_resources/bargaining_unit The proposed system will provide the functionality to meet the items included in the MOAs and associated documents. Any exceptions are to be communicated.		
3.13.15	Automatically generates journal entries to record payroll expenses to the General Ledger after payroll process is complete, including year-end splits and reversals		
3.13.16	Supports bulk change capability (e.g. COLAs, bargaining unit changes, etc.) with review prior to accepting the bulk change)		
3.13.17	Supports the ability to run reports on staff for multiple years and pay codes		
3.13.18	Supports the ability to run employment verification reports for Public Safety that breaks down stipends		

Paystub

#	Requirement	Response Code	Response/Comments
3.13.19	Identifies all elements used to calculate pay on the paystub		

#	Requirement	Response Code	Response/Comments
3.13.20	Identifies key information for employee (leave balances, allocation of direct deposit accounts, employee vs. employer pay benefits, etc.) on the paystub; ensures all required items are printed		
3.13.21	Generates PDF/electronic copy and automatically posts stub, W2, and ACA documents to the employee self-service portal		

Reporting

#	Requirement	Response Code	Response/Comments
3.13.22	Provides the ability to report on leave taken by department, division, employee, specific leave banks, etc.		
3.13.23	Provides reporting of hours recorded for all employee types (e.g. full time, part time, retired annuitants, etc.)		
3.13.24	Supports exception reporting, including missing timesheets		
3.13.25	Supports the ability to run reports on staff for multiple years and pay codes		
3.13.26	Provides the ability to generate year-end payroll compensation reports by employee		

3.14 Separation/Offboarding

#	Requirement	Response Code	Response/Comments
3.14.1	Provides functionality to manage processes and procedures for employee separation due to termination, retirement, resignation, or transfer		
3.14.2	Supports initiation of the process and a checklist of tasks that need to be performed to successfully exit an employee based on type of separation		
3.14.3	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g. CalPERS, 3rd Party Benefit Providers, etc.)		
3.14.4	Provides electronic employee separation workflow		
3.14.5	Supports recovery of equipment previously issued to employee		
3.14.6	Supports the ability to deactivate or suspend seasonal employees as necessary		

4 Technical

4.1 General

#	Requirement	Response Code	Response/Comments
4.1.1	Provides a production, training, test, and development environment		
4.1.2	Provides the ability to configure workflows, report parameters, and other elements to meet specific business needs using configuration and operating parameters provided by City and without the assistance of the software vendor		
4.1.3	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology		
4.1.4	Integrates with Active Directory		
4.1.5	Provides system availability 24 hours a day, 365 days a year (not including Force Majeure Events or scheduled downtime)		
4.1.6	Ensures scheduled downtime is pre-approved by the City one week in advance		
4.1.7	Provides system uptime of 99.99%		

4.2 Regulatory Compliance/Certifications

#	Requirement	Response Code	Response/Comments
4.2.1	Government Cloud Certified		
4.2.2	Provides solution that is PCI compliant		
4.2.3	Provides a “Trusted System” according to the State of California		
4.2.4	Provides hosting facility that is SSAE 16 certified		

4.3 System and Data Security

#	Requirement	Response Code	Response/Comments
4.3.1	Utilizes Role Based Access Control or similar methodology for setting up functional and data roles		
4.3.2	Allows the system administrator to: • Configure control access to the application, modules, transactions, data and reports • Define access rights (e.g. create, read, update, delete) by user ID or functional role • Define functional access rights (e.g. processes, screens, fields, and reports) by user ID or functional role • Restrict access to sensitive data elements (e.g. social security numbers, banking data, etc.) by user ID, user groups or functional role		
4.3.3	Provides an audit trail with user, date, and time stamp throughout all modules, including field level change tracking (before/after values) as well as record level activity, including creation, viewing, editing, deletion and exporting (where applicable)		
4.3.4	Provides the ability to view multiple levels of audit history in the application, not just the last change		

4.4 Interoperability/System Interface

#	Requirement	Response Code	Response/Comments
4.4.1	Provides an Application Program Interface (API) to enable the exchange of information (both inbound and outbound) with other business applications using a variety of protocols including but not limited to JSON, XML, and other flat text/delimited sources		

#	Requirement	Response Code	Response/Comments
4.4.2	Provides security and auditing of data exported and imported via any API interface		
4.4.3	Provides a configurable API such that new interfaces can be defined, or existing interfaces can be modified by an administrator without requiring the support of the software provider		
4.4.4	Provides the ability to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions and ensures that transactions submitted via the API are subject to the same business rules as transactions submitted via the user interface		
4.4.5	Provides the ability to specify whether outbound interface transactions should be sent immediately or stored and forwarded at a specific time or at specific intervals		
4.4.6	Provides a notification to users of transactions that fail edits and provides a way for user to view, update, delete, and automatically resubmit transactions for processing or to be returned to the originating applications		
4.4.7	Integrates or interfaces with the systems below through scheduled file exchanges and/or manually processed imports:	N/A	N/A
4.4.8	• ClearGov (budget)		
4.4.9	• DocuPhase (document management)		
4.4.10	• Accela (BL, permitting and code enforcement cash receipts)		
4.4.11	• OpenCounter (cash receipts)		
4.4.12	• Vector Scheduling (Fire scheduling)		
4.4.13	• ESO or Telestaff/Firehouse (cash receipts)		

#	Requirement	Response Code	Response/Comments
4.4.14	Police Scheduling Software Solutions (POSS) (time entry)		
4.4.15	Visual Computer Solutions (VCS) (Police Scheduling)		
4.4.16	CivicRec (cash receipts)		
4.4.17	LabWorks (invoices))		
4.4.18	NeoGov (recruiting)		
4.4.19	CentralSquare CommunityPlus (UB)		
4.4.20	Chameleon (cash receipts)		
4.4.21	InfoSend (UB bills and online payment portal)		
4.4.22	Third-Party Benefit Providers (WorkTerra, AFLAC, UNUM, CalPERS, Deferred Comp (RHS), Basic Pacific, Claremont, Vector Solutions)		
4.4.23	US Bank (CAL-Cards)		
4.4.24	Wells Fargo Bank (Banking)		
4.4.25	AdobeSign (electronic signature)		
4.4.26	DebtBook (GASB 87 and 96)		

4.5 Data Storage

#	Requirement	Response Code	Response/Comments
4.5.1	Stores data in the Continental U.S.		

4.6 Data Breaches and Audit Logging

#	Requirement	Response Code	Response/Comments
4.6.1	Maintains audit logging to record access activity: • Login/logout attempts by user and workstation • User submitted transactions • Initiated processes • System overrides • Additions, changes, or deletes to application-maintained data		
4.6.2	Upon discovery or reasonable belief of any data breach, notifies the City by the fastest means available, and also in writing within 24 hours. Notification should include: • The nature of the breach • The data accessed, used, or disclosed • The person(s) who accessed, used, disclosed, and/or received data (if known) • What has been done to quarantine and mitigate the breach • What corrective actions has been taken to prevent future breaches		
4.6.3	Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the City's satisfaction		
4.6.4	Provides a report containing the results of the investigation of the breach		

4.7 Disaster Recovery

#	Requirement	Response Code	Response/Comments
4.7.1	In the event of a disaster or catastrophic failure, informs the City: • Within one hour • The scale and quantity of the data loss • What Proposer has done to recover the data and mitigate any effect of the data loss • What corrective action Proposer has taken to prevent future data loss		

Software Hosting Price Sheet

Proposer Name:

Annual Hosting Fees						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Vendor Notes and/or Assumptions
Financial Modules						
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - Finance Modules	\$ -	\$ -	\$ -	\$ -	\$ -	
Human Resources (HR) Modules						
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - HR Modules	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Modules (i.e. system tools, reporting, etc.)						
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - Other Modules	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Application Hosting Fees	\$ -	\$ -	\$ -	\$ -	\$ -	

Implementation Services Price Sheet

Proposer Name:

Financial Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	
Configuration	-	\$ -	\$ -	
Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Go Live Support	-	\$ -	\$ -	
Other (add as necessary)	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Finance Modules Implementation	-		\$ -	

Human Resources (HR) Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	
Configuration	-	\$ -	\$ -	
Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Go Live Support	-	\$ -	\$ -	
Other (add as necessary)	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - HR Modules Implementation	-		\$ -	

Other Modules Implementation				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	
Configuration	-	\$ -	\$ -	
Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Go Live Support	-	\$ -	\$ -	
Other (add as necessary)	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Other Modules Implementation	-		\$ -	
Total - All Implementation Services	-		\$ -	

Data Conversion Price Sheet

Proposer Name:

Data Conversion				
Item	Hours / Module	Rate	Conversion Fee	Conversion Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total - Conversion	-		\$ -	

3rd Party Products Price Sheet

Proposer Name:

3rd Party Product Description	Cost	Notes / Assumptions
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - 3rd Party Products	\$ -	

Other/Optional Offerings Price Sheet

Proposer Name:

Product/Solution Description	Cost	Notes / Assumptions
Recruiting	\$ -	
Onboarding	\$ -	
Other	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - Other or Optional Offerings	\$ -	

Travel Price Sheet (travel related to Implementation Services)

Proposer Name:

Trip Descriptions	# of Trips	Cost Per Trip	Total	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total Travel Expenses	-		\$ -	

Professional Services Rates Price Sheet [for any additional hours needed during implementation and or hosting (operations and maintenance)].

Resource Category	Hourly Rate	Notes / Assumptions
Project Manager	\$ -	
Trainer	\$ -	
Data Conversion Specialist	\$ -	
Programmer	\$ -	
Business/Systems Analyst	\$ -	
Testing Specialist	\$ -	
Other (add as necessary)	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. **[Describe Services]**

OR

**See Attached Scope of Services
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed _____ without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a

- description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
 6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
 7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
 - * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant

represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

[Name]
[Department]
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
[(530) 822-]

If to Consultant:

[Name]
[Title]
[Organization, vendor name]
[Address]
[City, State, Zip code]
[Phone number]

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By _____

**[Authorized signer for the
City of Yuba City]
[Title]**

**[Name]
[Title]**

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements
 Exhibit C - Workers' Compensation Exemption

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

V. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

VI. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

VII. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council; Honorable Chairperson and Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City
From: Public Works
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: 442 B Street Environmental Assessment - Contract Award (RFP1334-24)
Recommendation: Adopt a Joint Resolution awarding the 442 B Street Environmental Assessment contract to EKI Environment & Water in the amount of \$1,575,000 with the finding that it is in the best interest of the City, and authorizing the City Manager to approve optional tasks therein upon concurrence of the appropriate regulatory agency
Fiscal Impact: \$1,575,000 from CIP Account No 1334. This project will be funded through the City's grant with the California Department of Toxic Substances Control (DTSC)

Purpose:

To award a contract to EKI Environment & Water for site investigation and cleanup workplan development services for 442 B Street

Council's Strategic Goal:

This item addresses Council's strategic goals of Fiscal Responsibility, Public Safety, and Infrastructure by utilizing grant funding to provide an environmental assessment and cleanup workplan for a property planned for redevelopment.

Background:

In June 1994, the former Redevelopment Agency of the City of Yuba City acquired title to the vacant parcel identified as 442 B Street (Site). On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Yuba City (Successor Agency), and in 2014 the Site was transferred to the Successor Agency. In 2015, a Long Range Property Management Plan was prepared by Fraser & Associates. The plan recommended the Site be sold for private development. In August 2022, the City Council, acting as the Successor Agency, declared the Site to be surplus land and directed the City Manager of the City to follow procedures set forth in the Surplus Land Act for sale of the property.

In August 2010, a Phase I Environmental Site Assessment (Phase I ESA) was completed at 442 B Street. The purpose of the Phase I ESA was to compile and review available information about the Site

and immediate vicinity to identify recognized environmental conditions (REC) to the extent feasible. The Phase I ESA identified 16 REC's, of which 12 are considered to be high-priority as they are considered more likely to have resulted in the release of hazardous substances or petroleum products to the Site.

In 2021, the State announced legislation that would expedite the cleanup and beneficial reuse of contaminated properties, with priority given to properties in historically disadvantaged communities. The Department of Toxic Substances Control's (DTSC) Office of Brownfields Equitable Revitalization Community Grant (ERCG) provides over \$250 million to incentivize cleanup and investment in disadvantaged areas.

On October 3, 2023, Council authorized the City Manager to execute all necessary documents to submit an application for Round 2 of the ERCG. This application was for a Site-Specific Investigation to perform a Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan. That application was successful and on March 20, 2024, the City signed an award letter totaling \$2,086,000 in ERCG funding.

Analysis:

On May 16, 2024, the City issued a Request for Proposals (1334-RFP-24) via the Public Purchase website for site investigation and cleanup workplan development for the 442 B Street Environmental Assessment. The Scope of Services solicited in the RFP included the following tasks:

1. Regulatory Oversight Collaboration
2. Grant Project Management Collaboration
3. Community Engagement
4. Site Investigation and Cleanup Workplan Fieldwork
5. Investigation Report
6. Feasibility/Pilot Study Workplan
7. Cleanup Workplan

Seven (7) qualified consultant firms submitted proposals on or before the June 6, 2024, deadline, which were reviewed and ranked by City staff from the Public Works and Development Services Departments. Criteria for proposal rankings are listed below:

1. Understanding and Compliance with Request for Proposal
2. Understanding of Project Details
3. Qualifications of Personnel
4. Work Program
5. References

*Rankings are available upon request.

City staff unanimously ranked EKI Environment & Water of Davis, CA (EKI) as the most qualified consultant based on the scoring criteria of the RFP. If approved, EKI, in coordination with Development Services and Engineering staff, will conduct the 442 B Street Environmental Assessment project throughout the 24-25 and 25-26 fiscal years, and complete the project by the ERCG deadline of March 2026.

Since the Successor Agency owns the property, staff is requesting the Successory Agency grant a right of entry to the City and its consultant for the purposes of executing the environmental assessment activities.

Fiscal Impact:

The estimated cost to complete the Environmental Assessment activities is \$1,759,000, which includes the proposed consultant contract (\$1,575,000), regulatory oversight fees (\$57,000), and City Staff time to manage and support the project (\$127,000). These costs are fully reimbursable through the ECRG and there is sufficient funding in CIP Account No. 1334 (442 B Street Clean Up) to cover the costs.

The scope of work for environmental assessments and developing workplans to achieve cleanup of sites is variable and dependent upon several factors. Site investigation can uncover unknown contaminants, soil conditions may impact available treatment methods, and regulatory agencies may require additional studies. The consultant contract therefore includes optional tasks that can be approved as the project progresses, if appropriate. The cost of these optional tasks are included in the \$1,575,000 contract amount. Staff is requesting authorization for the City Manager to approve these optional tasks upon concurrence from DTSC that the work is appropriate and necessary.

Alternatives:

Direct staff to negotiate a reduced contract cost. A renegotiation will alter the grant timeline and delay project start.

Recommendation:

Adopt a Joint Resolution awarding the 442 B Street Environmental Assessment contract to EKI Environment & Water in the amount of \$1,575,000 with the finding that it is in the best interest of the City, and authorizing the City Manager to approve optional tasks therein upon concurrence of the appropriate regulatory agency.

Attachments:

1. Attachment 1 - Joint Resolution - B Street Contract Award
2. Exhibit A: Professional Services Agreement - EKI ECRG

Prepared By:
Shannon Sardo
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**JOINT RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF YUBA CITY, AND THE CITY OF YUBA CITY,
AWARDING THE 442 B STREET ENVIRONMENTAL ASSESSMENT (REQUEST FOR
PROPOSALS NO. 1334-RFP-24) TO EKI ENVIRONMENT AND WATER OF DAVIS, CA IN
THE AMOUNT OF \$1,575,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE
OPTIONAL TASKS UPON CONCURRENCE OF REGULATORY AGENCIES**

WHEREAS, in June 1994, the former Redevelopment Agency of the City of Yuba City acquired title to the vacant parcel located at 442 B Street (APN 52-380-019) (Site); and

WHEREAS, in January 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Yuba City (Successor Agency); and

WHEREAS, in November 2014, ownership of the Site was transferred by grant deed to the Successor Agency; and

WHEREAS, in 2015, a Long Range Property Management Plan was prepared by Fraser & Associates and recommended the Site be sold for private development; and

WHEREAS, in August 2022, the Successor Agency declared the Site to be surplus land and directed the City Manager/Executive Director to follow procedures set forth in the Surplus Land Act for the sale of the property; and

WHEREAS, a Phase I Environmental Site Assessment (ESA) identified 16 recognized environmental conditions (REC's), of which 12 are considered to be high priority as they are considered more likely to have resulted in the release of hazardous substances or petroleum products to the Site; and

WHEREAS, on October 3, 2023, the Successor Agency and City Council authorized the City Manager to execute all necessary documents to submit an application for Round 2 of the ECRG to perform a Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan; and

WHEREAS, in March 2024, the California Department of Toxic Substances Control's Office of Brownfields awarded the City an Equitable Revitalization Community Grant in the amount of \$2,0860,000 for a Site-Specific Investigation to perform a Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan for the Site; and

WHEREAS, the Public Works Department issued Request for Proposals No. 1334-RFP-24 on May 16, 2024 to select a consultant firm to conduct the 442 B Street Environmental Assessment - site investigation and cleanup workplan development, which will fulfill the City's ECRG project plans and requirements; and

WHEREAS, the City received seven (7) proposals on June 6, 2024 from qualified consultants, which were evaluated by Public Works and Development Services staff and who have recommended EKI Environment and Water of Davis, CA as the most qualified consultant for award based on their completeness of proposal, understanding of project and City needs,

methodology, scope of services and deliverables, project schedule, experience and qualifications, cost, and references; and

WHEREAS, the City desires to award a contract for the 442 B Street Environmental Assessment to EKI Environment and Water of Davis, CA in the amount of \$1,575,000.

NOW, THEREFORE, the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City, and the City Council of the City of Yuba City, do hereby resolve as follows:

1. The above Recitals are true and correct and incorporated herein as if set forth in full.
2. That EKI Environment and Water of Davis, CA is the most qualified consultant for award based on its demonstrated competence, professional qualifications, availability, fair and reasonable costs, etc. This finding is based on the completeness of the proposal, understanding of project and City needs, methodology, scope of services and deliverables, project schedule, experience and qualifications, cost, and references. An award of the 442 B Street Environmental Assessment contract to EKI Environment and Water of Davis, CA is in the best interests of the City.
3. To award the 442 B Street Environmental Assessment contract to EKI Environment and Water of Davis, CA in the amount of \$1,575,000 and authorize the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney, and to approve optional tasks therein upon concurrence of the appropriate regulatory agency.
4. To grant a right of entry to the property located at 442 B Street (APN 52-380-019) to the City and its consultants for the purposes of executing the environmental assessment activities described herein.
5. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July, 2024.

AYES:

NOES:

ABSENT:

Shon Harris,
Chairman of Successor Agency and Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk and
Deputy Clerk of Successor Agency

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney and
General Counsel for Successor Agency
Aleshire & Wynder, LLP

Exhibit:

A. Draft Professional Services Agreement

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **July _____, 2024** by and between the City of Yuba City, a municipal corporation ("City") and **EKI Water & Environment** ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Project Scope
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **\$1,575,000.00** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

12. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

16. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

Kevin Bradford
Deputy Public Works Director - Engineering
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4786
kbradfor@yubacity.net

If to Consultant:

Deepa Gandhi
Principal Engineer
EKI Environment & Water
2001 Junipero Serra Blvd, Suite 300
Daly City, CA 94014
(650) 292-9100
dgandhi@ekiconsult.com

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written

and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
25. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five

qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

27. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

29. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By: _____

Diana Langley
City Manager

[NAME]
[TITLE]

Attachments: Exhibit A – Scope of Services
 Exhibit B – EKI Additional Terms and Conditions

EXHIBIT A

Scope of Services for ECRG for 442 B Street, Yuba City

This scope of services provides a description of the EKI proposed tasks (Tasks 1 through 7) and additional optional tasks (Tasks 8 and 9), for the California Department of Toxic Substances Control (DTSC) Equitable Community Revitalization Grant (ECRG) for the 3.85-acre property located at 442 B Street, Yuba City, California (the Site).

Each of the tasks described below includes coordination with Central Valley Regional Water Quality Control Board (Water Board) staff throughout the project to coordinate regulatory oversight of the project.

Each of the tasks described below also include project management services. EKI will coordinate with the City staff throughout implementation of the project, including regular status updates on tasks and schedules, providing invoices and budget updates monthly, and responding to requests for information as they are received. EKI's invoices will be consistent with the DTSC's ECRG requirements. More specifically, for each quarterly ECRG reporting period and as required in DTSC's Fluxx system, EKI will provide the City with a listing of tasks in progress or completed, number of meetings with the Water Board, any difficulty with Water Board timeliness, community outreach performed by Craig Communications, and photographs of investigation and outreach activities, when available. EKI has assumed that the City will be performing the invoice uploads and quarterly reporting into DTSC's Fluxx system.

Task 1. Conceptual Site Model and Remedial Investigation Work Plan

Task 1a – Prepare Conceptual Site Model and Remedial Investigation Work Plan

EKI will prepare a written combined Conceptual Site Model and Remedial Investigation Work Plan (CSM/RIWP) for submittal to Central Valley Regional Water Quality Control Board (Water Board) that will describe the current Site conditions and planned subsurface investigation at the Site.

The CSM/RIWP will contain: (1) a description of the Site, the setting, and what is known about the proposed redevelopment concept; (2) a summary of known environmental conditions at the Site (based on the prior Phase I/II ESAs and other available information) and review of the historical data in context with current screening criteria;¹ (3) a preliminary evaluation of potential exposure and migration pathways for chemicals of concern at the Site sufficient to provide context for the investigation design; (4) a description of the identified data gaps and overview of the investigation design and approach; (5) pre-field planning activities, including acquisition of a drilling permit from Sutter County Development Services Department of Environmental Health (the County); and (6) a description of the proposed sampling activities and methods, including numbers of boreholes, soil

¹ EKI will work with the Water Board to select appropriate screening criteria for the Site, which may include San Francisco Bay Regional Water Quality Control Board ESLs, DTSC Human and Ecological Risk Office (HERO) Note 3 screening levels, and/or the United States Environmental Protection Agency (U.S. EPA) Regional Screening Levels (RSLs).

vapor probes, as well as numbers of soil, soil vapor, and groundwater samples collected and proposed laboratory analyses, with rationale provided.

The CSM/RIWP will contain figures showing the locations of the previous sample locations, as well as the proposed sample locations. A schedule for completion of the field work, laboratory analysis, and reporting will be included in the CSM/RIWP. The CSM/RIWP appendices will contain supporting information, including EKI's Standard Operating Procedures (SOPs) for the various field sample collection techniques. If required by the Water Board, a Site-specific Health & Safety Plan (HSP) will be included as an appendix to the CSM/RIWP.²

A Draft of the CSM/RIWP will be provided to the City for review and comment. Following receipt of comments from the City on the Draft CSM/RIWP, a Final signed CSM/RIWP, stamped by a California Registered Professional geologist or engineer, will be submitted to the Water Board via GeoTracker upload. EKI will be available to discuss the CSM/RIWP with the Water Board and will respond to Water Board comments on the CSM/RIWP, if any. The proposed budget for this task assumes that EKI will participate in one virtual meeting with Water Board staff and submit one revised Final CSM/RIWP to the Water Board, based on comments received. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

This task includes agency communications and project management as described above.

Optional Task 1b – Phase I ESA

If requested by the City or recommended by the Water Board or DTSC, EKI will perform a Phase I ESA of the Site in conformance with the scope and limitations of ASTM E1527-21 and the requirements issued by the USEPA in 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries, Final Rule, dated 1 November 2005 (Final EPA AAI Rule). If completed as part of the project kickoff, the Phase I ESA will allow for EKI to observe the Site as well as provide additional information to assist with preparation of the subsurface investigation Work Plan (Task 1a). The ASTM E1527-21 standard and the Final EPA AAI Rule similarly prescribe accepted reasonable efforts to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the Site, e.g., RECs. ASTM E1527-21 also prescribes measures to identify historical RECs, controlled RECs, Business Environmental Risks, and de minimis conditions at a property. Tasks associated with the performance of a Phase I ESA are listed below.

- Obtain and review readily available historical land use information for the Site and vicinity (e.g., historical aerials and topographic maps, Sanborn maps, and historical City Directory reports typically obtained through Environmental Data Resources, Inc. (EDR), as well as other available online sources of historical information).
- Obtain and review an environmental regulatory database search report, e.g., EDR Radius Map Report, for the Site and vicinity.
- Obtain and review the results of a search for Environmental Liens and Activity and Use Limitations for the Site.

² If not required by the Water Board, EKI will prepare a HSP as part of Task 3a – Preparation for Field Investigation.

- Review potentially relevant documents for the Site, e.g., past Phase I ESAs and Phase II report, provided by the City.³
- Provide to the City a User Questionnaire consistent with ASTM E1527-21 and review the results of the completed Questionnaire.
- Provide to the City, as current Owner of the Site, a Phase I ESA Questionnaire to be completed.
- Search publicly available environmental regulatory agency websites, e.g., GeoTracker in California, for the Site or potentially relevant adjoining or nearby properties.
- Request, obtain, and review environmental regulatory agency files for the Site or nearby sites of potential interest. Such agencies will include the Water Board, DTSC, the County, and the Feather River Air Quality Management District (FRAQMD).
- Conduct a visual walk-through survey of readily accessible and observable areas of the Site and vicinity, and interview key site persons reportedly knowledgeable of the Site, if identified by the City and if contact information is provided by the City.
- Prepare a written Draft and Final Phase I ESA report for the Site with key figures and supporting documentation attached. The City will review and comment on the Draft Phase I ESA report. EKI can provide the Final Phase I ESA report to the Water Board through GeoTracker upload, if needed.

Task 2. Bench-Scale Testing

Task 2a – Bench-Scale Testing Work Plan

EKI proposes to prepare a written bench-scale testing work plan (Bench-Scale WP) for submittal to Water Board that will describe a bench-scale study of in-situ remedial techniques that could be utilized to treat chemicals of concern at the Site. The Bench-Scale WP will contain the following primary elements: (1) a description of Site conditions (Site geology, in-situ conditions, chemicals of concern), summarized from the CSM/RIWP; (2) a remediation technology screening matrix to identify up to four bench-scale remedial technologies; and (3) a work plan describing the procedures required to collect Site soil and conduct a bench-scale test.

A Draft of the Bench-Scale WP will be submitted to the City for review and comment. Following receipt of comments from the City on the Draft Bench-Scale WP, a Final, signed Bench-Scale WP, stamped by a California Registered Professional geologist or engineer, will be submitted to the Water Board via Geotracker upload. EKI will be available to discuss the Bench-Scale WP with the Water Board, and will respond to comments on the Bench-Scale WP, if any, from the Water Board. The proposed budget for this task assumes that EKI will participate in one virtual meeting with Water Board staff and submit one revised Final Bench-Scale WP to the Water Board, based on comments

³ Prior to the start of our work, EKI has assumed that the City will provide to EKI all documents and information regarding the site that is reasonably necessary for EKI to provide its services. EKI shall be entitled to rely upon the adequacy and accuracy of documents and information provided by the City, the City's other consultants and contractors, and other third-parties (collectively "City Information") in performing the services. EKI assumes no responsibility or liability for the accuracy or completeness of City Information; however, EKI will advise the City if it becomes aware of an error or omission in the City Information. City Information will remain the property of the City; however, EKI may keep a copy of all City Information for the completion of its records.

received. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

To compress the overall project schedule, the Bench-Scale WP will be prepared concurrently with Task 1a (Conceptual Site Model and Remedial Investigation Work Plan), and may be submitted as an appendix to the CSM/RIWP.

This task includes agency communications and project management as described above.

Task 2b. Bench-Scale Testing Implementation

EKI proposes to conduct bench-scale testing of selected in-situ remedial technologies to evaluate their efficacy of treating chemicals of concern and their ability to meet cleanup goals at the Site. Based on Site information currently available, the primary chemicals of concern expected to be present at the Site at elevated concentrations are metals (arsenic and lead) and organochlorine pesticides (dieldrin, DDD, DDE, and DDT).

Specific bench-scale testing methods will be determined during preparation of the Bench-Scale WP. Based on the preliminary Site information provided, EKI expects to test the efficacy of the following technologies to meet cleanup goals: soil washing and/or soil stabilization remedial technologies to address metal contamination and in-situ oxidation and/or reduction remedial technologies to address organochlorine pesticides. These technologies are alternatives to the proven and presumptive technologies typically employed for the Site COCs, and this approach is consistent with DTSC's recommended ECRG best practices.

To compress the overall project schedule, the bench-scale testing will be conducted concurrently with Task 3 (Remedial Investigation). EKI will collect samples of soil from the Site to be submitted to a subcontracted remediation bench-scale testing laboratory (Prima Environmental in Rancho Cordova, California) for evaluation during remedial investigation activities. These soil samples will first be evaluated using U.S. EPA Method 1340 to measure bioavailability of metals in soil; EKI will coordinate with Prima Environmental to identify which remedial technologies would be suitable for treating metals in Site soil based on these results. Following selection of appropriate remedial technologies, Prima Environmental will conduct a one-month bench-scale testing of the soil. EKI will present the results of bench-scale testing in the Remedial Investigation and Bench-Scale Testing Combined Report, described in Task 4 below.

This task includes agency communications and project management as described above.

Task 3. Remedial Investigation Implementation

Following CSM/RIWP approval by the Water Board,⁴ EKI will implement the subsurface investigations at the Site, as described below. The primary objectives of the subsurface investigations are to: (1) provide further characterization of the extent of chemicals of potential concern in the subsurface to inform on potential remedial and/or mitigative options, and (2) attempt to identify and locate the source or sources for the on-Site contamination (e.g., potential former USTs that may still exist in the subsurface), and (3) evaluate potential exposure and migration pathways for potential

⁴ Water Board review is assumed to require 60 days.

chemicals of concern at the Site. It should be noted that numbers and/or locations of samples, as well as proposed analyses, may change based on comments received from the Water Board on the CSM/RIWP, with accompanying budget adjustments.

This task includes agency communications and project management as described above.

Task 3a – Preparation for Field Investigation

Prior to conducting on-site field work and sample collection, EKI will perform the following activities:

- Prepare a Site-specific Health & Safety Plan (if not prepared as part of Task 1a)
- Coordinate with the City regarding the planned sampling activities, schedule, and timing of work;
- Assess what scope components require permitting (e.g., permits are only needed for boreholes deeper than 5 feet), submit to the County a drilling permit application and fee, and coordinate with the County for permit approval;
- Conduct a site visit with the City personnel to scope and mark planned sampling locations, and mark for Underground Services Alert (USA);
- Contact USA at least 3 days prior to sampling;
- Prepare a work authorization for the drilling subcontractor and obtain certificates of insurance;
- Coordinate with a private utility locator to screen the planned borehole locations for the presence of subsurface utilities or other buried structures. Review previous geophysical survey results with locator and conduct additional geophysical survey in one work day;
- Coordinate with a licensed professional land surveyor to record coordinates of installed soil vapor probes; and
- Coordinate with the analytical laboratory to obtain the appropriate soil, soil vapor, and groundwater sample containers.

Task 3b – X-Ray Fluorescence (XRF) Investigation

Given the Site use history and undocumented material handling and disposal practices for chemicals at the Site, EKI proposes a Sitewide investigation to evaluate metals contamination (i.e., arsenic and lead) in shallow soil using a field portable XRF device. The XRF device provides real-time multi-metal field analyses of in-situ soil and sediments relatively quickly (approximately 5 minutes for each analysis). This approach allows for the identification of potential source areas since it is likely that elevated metals in shallow soil are co-located with other contaminants known to be used and/or stored on-Site. The XRF field screening tool will be used in two tasks: (1) to define the horizontal extent of arsenic and lead contamination (and thereby other contaminants) Sitewide screening of surface soils (this Task 3b), and (2) during subsequent drilling investigations to delineate the vertical extent of metals contamination encountered in drill cuttings generated from hand augering (Task 3c) and in soil cores from direct-push drilling (Task 3d).

A brief overview of the proposed XRF investigation is outlined below; more details appropriate for regulatory submittal to describe these components will be provided in the Work Plan (Task 1 above).

- Conduct a Sitewide scan at the ground surface to understand the distribution of arsenic and lead in surficial soil. The Site will be divided into 15- to 20-foot grids, with a sampling location at each grid node.

- At each sampling location, an XRF reading will be recorded in accordance with EPA Method 6200. Up to 650 nodes may be assessed as part of this survey (up to three days of work by a two-person crew, with each person collecting XRF measurements). The detected concentrations of arsenic and lead will be documented at each node. For field quality assurance and quality control (QA/QC) purposes, the XRF will be checked using a calibration standard before sample analysis begins on each working day and approximately every 20 readings, consistent with U.S. EPA Method 6200.
- In accordance with U.S. EPA Method 6200, splits of up to 10% of samples field-tested by XRF will be submitted to a state-certified laboratory for arsenic and lead analysis using U.S. EPA Method 6020 (up to 70 soil samples).

The results of XRF screening for horizontal delineation will be used to guide locations of boreholes that will subsequently be completed as described below. The XRF will then be used during these activities to provide real-time data for guiding soil sampling depths.

Task 3c – Collection and Analysis of Shallow Soil and Soil Vapor Samples

EKI proposes to advance up to a total of 29 boreholes at the Site to collect soil samples. Following soil sampling, 20 of the 29 boreholes will be converted to soil vapor probes (SVPs). An additional 18 boreholes will be advanced for collection of shallow groundwater samples and deeper soil samples (see Task 3d below).

An overview of the sampling rationale is presented below, and areas of concern (i.e., RECs) previously identified in the prior Phase I ESA report are italicized.

Area	Description/Sampling Rationale	Number of Proposed Locations ¹	
		Soil Boreholes ²	Soil Vapor Probes
Former <i>Rinsewater Collection Sump #1 and Dry Well Area</i> (2011 test pits TP-9B and TP-10, and borehole B-3)	- Water disposed within sumps during FMC operations. - Suspected location of abandoned well. ~150-foot long, 10-inch buried pipe at ~ 2 feet bgs.	4	1
Former <i>Covered Truck Parking and Loading Dock</i> ; Former <i>Concrete Drainage Area</i> ³	2011 arsenic and lead in shallow soil exceed residential ESLs. ~150-foot long, 10-inch buried pipe at ~ 2 feet bgs.	7	2
Former <i>55-Gallon Drum Storage Area</i> (2011 test pits TP-3 and TP-4, and borehole B-1)	Spray oil drums were stored; leaking drums historically observed.	2	0
Former <i>Tank Area</i> (2011 borehole B-5)	Tank of unknown volume and contents observed historically; fate of tank unknown.	2	0

Area	Description/Sampling Rationale	Number of Proposed Locations ¹	
		Soil Boreholes ²	Soil Vapor Probes
Former Truck Scale and Storage Shed Area (2011 borehole B-8 and test pit TP-12)	Highest concentrations of lead in 2011, up to 8 feet bgs, associated with discolored soil and buried metal debris and wires.	3	1
Former Soldering Room Area; Former Sun-Maid Raisin Packing Room Area (2011 boreholes B-3 and B-7 and test pits TP-9a, TP-11, TP-15, TP-16, TP-18, TP-19)	Concentrations of metals (arsenic and lead), SVOCs, and pesticides exceed residential ESLs in shallow soil.	4	2
Former Shop and Chemical Cart Area (2011 borehole B-6 and test pits TP-9d, TP-9e, and TP-13)	40-gallon chemical cart storage; later a shop building for truck repair.	2	2
Former Spray Chemical Warehouse Area (2011 borehole B-2)	FMC stored pesticide containers in this area.	2	1
Former Railroad Spur Area; Former Independent Electric Plant (IEP) Area (2011 test pits TP-17, TP-18, and TP-19)	- Elevated arsenic and lead in soil in the Railroad Spur Area. - TPH compounds (e.g. Kerosene or Stoddard Solvent) may have been used as fuel sources in the IEP Area.	3	1
Additional Locations Within and Outside of REC Areas	To provide spatial coverage.	18 ⁴	10
Asbestos Sitewide	Evaluate unknown disposal of former building materials that could be asbestos.	composites from above locations ⁵	--

NOTES:

1. Additional samples to be collected in Task 3d (see further below) include shallow groundwater sample(s) and deeper soil samples, if needed.
2. The number of proposed boreholes listed will serve as the maximum number of boreholes in each area and is subject to modification based on encountered field conditions. At each location, soil sampling is proposed at three depth intervals: from 1.0-1.5 feet bgs (within fill soils), 3-3.5 feet bgs, and 5-5.5 feet bgs and may be adjusted based on encountered field conditions and field instrument readings.
3. Former Covered Truck Parking and Loading Dock and Former Concrete Drainage Area are downgradient of Former Rinsewater Collection Sump #1 and Dry Well Area.
4. The planned 18 boreholes outside of REC Areas may be adjusted and located within REC Areas if preparatory utility/geophysical scanning results or initial investigations (Task 3b) results indicate it would be favorable to do so. Soil samples may not be collected in the upper 5 feet if shallow soil results dictate that no deeper sampling is required.
5. Up to 3 composite soil samples for asbestos analysis will be collected from boreholes at the above locations and grouped into 3 areas of the Site – northern, central, and southern to reduce analytical

costs. The shallowest soil sample depth at these locations will be used for compositing. Depths may be adjusted based on presence of encountered building materials.

SVP locations will be surveyed by a professional land surveyor as semi-permanent vapor monitoring wells. The remaining borehole locations will not be surveyed but will be measured to nearest prominent landmarks on the Site, e.g., distances from property boundary or street intersections and/or geolocated using a handheld Global Positioning System (GPS) device.

Advancement of Shallow Boreholes and Soil Sampling

As listed in the Table above, each of the 29 boreholes installed for shallow soil and soil vapor sampling will be advanced using a hand auger to approximately 5.5 feet bgs, or until auger refusal. Three (3) soil samples for submittal to the analytical laboratory for chemical analyses will be collected from each of the boreholes at the following depths:

- 1.0-1.5 feet bgs (within fill soils);
- 3-3.5 feet bgs; and
- 5-5.5 feet bgs.

Soil cuttings produced during borehole hand augering will be logged under the supervision of a Professional Geologist licensed in the State of California. An organic vapor meter equipped with a Photoionization Detector (PID) will be used to screen the soil cuttings from the boreholes for VOCs, and an XRF will be used to measure metals concentrations and identify the vertical extent of contamination (as described above in Task 3b). Soil sample depths may change based on the presence of visual staining, odors, or PID/XRF readings. Following completion of drilling and soil sampling, an SVP will be constructed in 20 of the 29 boreholes, as discussed below.

Construction and Sampling of SVPs

The SVPs will be constructed in general accordance with the California-Environmental Protection Agency's (Cal-EPA) July 2015 guidance entitled *Advisory – Active Soil Gas Investigations* and EKI's SOPs. A brief overview of the SVP construction and sampling task description components is outlined below; more details appropriate for regulatory submittal to describe these components will be provided in the Work Plan (Task 1a above).

- SVP construction and backfilling materials and approach (SVPs will be screened between 5-5.5 feet bgs);
- Decontamination approach for reuseable SVP installation equipment;
- SVP purging and sampling procedures, for sampling after at least 48 hours of equilibration time. Two events of soil vapor sampling are proposed, one round during the initial field work mobilization (wet season ending in May) and one approximately six months later (during the dry season, June through September);
- QA/QC sample collection, planned to include leak testing using 1,1-difluoroethane (DFA)(shroud sampling) during collection of each soil vapor sample and collection of two duplicate soil vapor samples, one from an SVP in the former *Shop and Chemical Cart Area* and one from another SVP with the highest observed PID detections during SVP installation;

- Sample packaging and transport to K-Prime, Inc. (K-Prime) of Santa Rosa, California, a State of California-certified environmental testing laboratory under chain-of-custody procedures;⁵ and
- Procedures for destroying the 20 SVPs following completion of soil vapor sampling.

The budget for this task assumes that following the second round of soil vapor sampling and Water Board approval of the results, the 20 SVPs will be destroyed in accordance with a permit obtained from the County and will be completed in one workday.

Laboratory Analysis of Shallow Soil and Soil Vapor Samples

Each of the three (3) soil samples collected at the shallower depths from the 29 boreholes (up to 87 total soil samples) will be analyzed on a standard 10-working day turnaround time for the following compounds by Eurofins Calscience (Calscience) of Tustin, California:

- Organochlorine pesticides using U.S. EPA Method 8081;
- Total petroleum hydrocarbons as gasoline, diesel, and motor oil using U.S. EPA Method 8015m;
- VOCs using U.S. EPA Method 8260;
- SVOCs (including PAHs) using U.S. EPA Method 8270;
- Title 22 metals⁶ using U.S. EPA Method 6020/7471;
- PCBs using U.S. EPA Method 8082 with microwave extraction by U.S. EPA Method 3546; and
- Percent moisture (for direct comparison of analytical results to environmental regulatory agency screening levels, which are presented in dry weight).

For each round of soil vapor well sampling, up to 20 soil vapor samples and 2 duplicate soil vapor samples will be analyzed by K-Prime for the following:

- VOCs using U.S. EPA Method TO-15 SIM; and
- DFA (leak check compound) using U.S. EPA Method TO-3.

Each of the 20 shroud samples will be analyzed for DFA using U.S. EPA Method TO-3.

The vapor samples will be analyzed on a standard 10-working day turnaround time from receipt of the samples by the laboratory.

Task 3d – Collection and Analysis of Deep Soil and Shallow Groundwater Samples

In addition to the 29 shallow soil and soil vapor sampling boreholes (Task 3c above), EKI proposes to advance 18 additional dedicated boreholes for the purposes of collecting deeper soil samples below approximately 5 feet bgs and up to 11 shallow groundwater samples, including one duplicate.

An overview of the sampling rationale is presented below, and areas of concern (i.e., RECs) previously identified in the Phase I ESA report are italicized.

⁵ K-Prime and Calscience are State of California Environmental Laboratory Accreditation Program (ELAP)-certified laboratories.

⁶ Title 22 metals include antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc. EKI has assumed up to 10% of soil samples will require the Waste Extraction Test and be analyzed for one metal.

Area ¹	Number of Proposed Locations	
	Deep Soil Boreholes ²	Grab Groundwater Samples
Former <i>Rinsewater Collection Sump #1 and Dry Well Area</i>	4	2 ³
Former <i>Covered Truck Parking and Loading Dock</i> ; Former <i>Concrete Drainage Area</i> ⁴	5	3
Former <i>55-Gallon Drum Storage Area</i>	1	1
Former <i>Tank Area</i>	1	1
Former <i>Truck Scale and Storage Shed Area</i>	2	1
Former <i>Soldering Room Area</i> ; Former <i>Sun-Maid Raisin Packing Room Area</i>	1	0
Additional Locations Outside of REC Areas	4	3

NOTES:

1. Refer to the Table in Task 3c for 2011 investigation locations and REC area description/sampling rationale.
2. The number of proposed boreholes listed will serve as the maximum number of boreholes in each area and is subject to modification based on encountered field conditions. At each location, soil sampling is proposed at three depth intervals: from 8-8.5 feet bgs, 10-10.5 feet bgs, and 15-15.5 feet bgs and may be adjusted based on encountered field conditions and field instrument readings. An additional sample may also be collected from 5.0-5.5 feet bgs if not collected in Task 3c above. Deep soil samples may not be analyzed if shallow soil results dictate that no deeper sampling is required.
3. Includes one duplicate groundwater sample for field QA/QC purposes.
4. Former *Covered Truck Parking and Loading Dock* and Former *Concrete Drainage Area* are downgradient of Former *Rinsewater Collection Sump #1 and Dry Well Area*.

The groundwater/deep soil sampling borehole locations will not be surveyed but will be measured to nearest prominent landmarks on the Site, e.g., distances from property boundary or street intersections and/or geolocated using a handheld GPS device.

Borehole Drilling and Groundwater/Deep Soil Sampling

A brief overview of the groundwater sampling and analysis task description components, consistent with EKI's SOPs, is outlined below; more details appropriate for regulatory submittal to describe these components will be provided in the Work Plan (Task 1a above).

- Direct push technology equipment and methods for borehole advancement to a depth of approximately 20 to 25 feet bgs, the expected depth of the groundwater table, including approaches to prevent cross-contamination;
- Field observations and measurements to be collected during borehole advancement (soil logging under the supervision of a Professional Geologist registered in the State of California and PID readings);
- Groundwater sampling methods, equipment, and materials;
- QA/QC sample collection, planned to consist of one duplicate groundwater sample collected at the location nearest to the former *Rinsewater Collection Sump #1 and Dry Well*. One travel blank will accompany the sample containers to and from the laboratory for field QA/QC procedures;
- Sample packaging and transport to Calscience, a State of California-certified environmental testing laboratory under chain-of-custody procedures; and
- Decontamination procedures for reuseable sampling and downhole drilling equipment; and

- Retraction grouting methods for borehole sealing after sampling, as required by the the County drilling permit.

Up to three (3) soil samples for submittal to the analytical laboratory for chemical analyses will be collected from each of the boreholes at the following depths:

- 5.0-5.5 feet bgs (as needed if not collected in Task 3c above);
- 8-8.5 feet bgs;
- 10-10.5 feet bgs (for potential cost savings, this sample will be held at the laboratory pending analysis of the shallower samples); and
- 15-15.5 feet bgs (for potential cost savings, this sample will be held at the laboratory pending analysis of the shallower samples).

Soil cuttings produced during borehole advancement will be continuously logged under the supervision of a Professional Geologist licensed in the State of California. An organic vapor meter equipped with a PID will be used to screen the soil cuttings from the boreholes for VOCs. Soil sample depths may change based on the presence of visual staining, odors, or PID/XRF readings. Following completion of drilling and soil sampling, the boreholes will be retraction/tremie grouted as required by the County drilling permit.

Laboratory Analysis of Grab Groundwater Samples

Up to 11 grab groundwater samples will be shipped via courier to Calscience, the analytical laboratory. The grab groundwater samples, plus one duplicate sample and one travel blank, will each be analyzed for the following chemical compounds:

- Organochlorine pesticides using U.S. EPA Method 8081;
- TPH as gasoline, diesel fuel and motor oil using U.S. EPA Method 8015;
- SVOCs using U.S. EPA Method 8270; and
- VOCs using U.S. EPA Method 8260.

The groundwater samples will be analyzed on a standard 10-working day turnaround from receipt of the samples at the laboratory.

The first soil sample collected at shallower depths from the 18 boreholes for groundwater/deep soil sample collection (up to 18 total soil samples) will be analyzed for the following compounds:

- Organochlorine pesticides using U.S. EPA Method 8081;
- Total petroleum hydrocarbons as gasoline, diesel, and motor oil using U.S. EPA Method 8015m;
- VOCs using U.S. EPA Method 8260;
- SVOCs (including PAHs) using U.S. EPA Method 8270;
- Title 22 metals using U.S. EPA Method 6020/7471; and
- Percent moisture (for direct comparison of analytical results to environmental regulatory agency screening levels, which are presented in dry weight).

For purposes of preparing a project analytical budget, with a focus on cost savings, EKI has assumed that the soil sample collected from the shallowest depth will be submitted for analysis on an accelerated 5-working day turnaround, such that if the results indicate that some or all of the deeper soil samples should be analyzed, the soil samples can be analyzed within the designated laboratory

hold times. The proposed budget assumes the 30 remaining deeper soil samples placed on hold will be subsequently analyzed for at least two chemicals of concern that may exceed Water Board residential ESLs.

Task 3e – Management of Investigation-Derived Wastes (IDW)

Soil cuttings resulting from soil, SVP, and grab groundwater borehole drilling operations, as well as groundwater purge water or decontamination wastewater, will be placed in 55-gallon metal drums that will be sealed, labeled, and stored at the Site in a secure location determined via communication with the City until the waste can be characterized and disposed of at an off-site permitted waste management facility (typically six to eight weeks of storage are needed). Three samples (two composite soil samples and one water sample) of the IDW will be analyzed for the following chemical constituents:

- Organochlorine pesticides using U.S. EPA Method 8081;
- TPH as gasoline, diesel, and motor oil using U.S. EPA Method 8015m;
- VOCs using U.S. EPA Method 8260;
- SVOCs (including PAHs) using U.S. EPA Method 8270;
- Title 22 metals⁷ using U.S. EPA Method 6020/7471; and
- PCBs using U.S. EPA Method 8082.

EKI will assist the City with disposal of the IDW. EKI will make one visit to the Site either during or shortly following the removal of the IDW containers to confirm that the IDW containers have been removed from the Site. The proposed budget for this task assumes up to six 55-gallon drums can be disposed of as non-hazardous waste and one 55-gallon drum will be disposed of as non-RCRA California hazardous waste.

In providing environmental services associated with IDW, the City understands and agrees that EKI is not, and has no responsibility as, a generator, operator, treater, storer, arranger, transporter, or disposer of hazardous or toxic substances found or identified at the Site, including IDW. If wastes are characterized or otherwise determined to be RCRA-hazardous wastes, the budget and scope for removal and disposal of the IDW will be discussed with the City.

Task 4. Investigation Report

Task 4a. Remedial Investigation and Bench-Scale Testing Combined Report

EKI will present the results from the remedial investigation conducted in Task 3 and the bench-scale remedial technology testing in Task 2b in a Remedial Investigation and Bench-Scale Testing Combined Report (Combined Report) for submittal to Water Board.

The Combined Report will contain the following primary elements: (1) a description of the remedial investigation conducted at the Site, including any deviations or modifications from the CSM/RIWP; (2) a summary of the analytical data collected during the remedial investigation, including tables and figures showing investigation results; (3) a description of bench-scale testing, including remedial technologies tested, and methods used by Prima Environmental; (4) a summary of bench-scale

⁷ EKI has assumed up to 10% of soil samples will require the Waste Extraction Test and be analyzed for one metal.

testing results; and (5) recommended next step (i.e., the Cleanup Plan in Task 5 or a pilot test in Optional Tasks 8 and 9). The Combined Report appendices will contain supporting information, including field notes, borehole logs, laboratory analytical reports, and bench-scale testing reports.

Soil vapor sampling during the remedial investigation described in Task 3c above includes collection of soil vapor samples during both the wet and dry seasons. EKI's schedule and approach assumes that soil vapor sampling during the wet season will be conducted during the first mobilization, along with the soil and groundwater sampling, with an additional round of soil vapor sampling conducted separately in the summer dry season. The Combined Report will include available soil vapor data from the wet season, with the results from the follow-up dry season sampling to be provided to the Water Board in an addendum.

Drafts of the documents prepared as part of this Task will be submitted to the City for review and comment. Following receipt of comments from the City on the draft, a Final, signed document, stamped by a California Registered Professional geologist or engineer, will be submitted to the Water Board via GeoTracker upload. EKI will be available to discuss the documents with the Water Board, and will respond to comments on them, if any, from the Water Board. The proposed budget for this task assumes that EKI will participate in one virtual meeting with Water Board staff and submit one revision of each report to the Water Board, based on comments received. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

This task includes agency communications and project management as described above.

Optional Task 4b. Baseline Human Health Risk Assessment

Following receipt of remedial investigation data, and if needed/required by the Water Board, EKI will prepare a screening level Human Health Risk Assessment (HHRA) for the Site. The screening level risk evaluation will include an evaluation of potentially exposed human populations, potentially complete exposure pathways, toxicity values for COCs present at the Site, and the use of ESLs, DTSC HERO Note 3 screening levels, and/or U.S. EPA Regional Screening Levels (RSLs). This evaluation will be based on the available soil, groundwater, and soil vapor data for the Site and will include the calculation of lifetime cumulative risks for potentially exposed populations (residential and maintenance worker scenarios) based on representative concentrations in soil and maximum detected concentrations in soil vapor. As part of this work, the arsenic background value established for the Site previously of 8.8 mg/kg, will be updated, if appropriate, and other relevant background values will be proposed.

This task includes agency communications and project management as described above.

Task 5. Cleanup Plan

Following the completion of the remedial investigation, bench-scale testing, and any other tasks, such as pilot testing, conducted at the Site (see Optional Tasks 8 and 9 below), EKI will prepare a Draft Cleanup Plan for the Site.

The contents of the Cleanup Plan will be based on the results of the Site investigation, bench-scale tests, pilot tests (if any), community engagement efforts, and regulatory input throughout the process. Depending on the results of these activities and after determination by the Water Board,

the Cleanup Plan may take the form of a Corrective Action Plan (CAP) or a Remedial Action Plan (RAP). A RAP is a more detailed technology evaluation and comparison document than a CAP, the format used for Leaking Underground Storage Tank (LUST) sites, which this Site was originally.

As described by DTSC,⁸ a RAP has the following objectives:

- Presents and evaluates the existing site conditions based on the investigative work;
- Establishes appropriate cleanup goals – for the Site, the goals will be to fully cleanup the site such that its use does not require restriction, consistent with ECRG best practices;
- Evaluate alternatives – the summary results and recommendations of the bench-scale and, if performed, pilot testing will feed into this evaluation; and
- Identify recommended alternative that is protective of human health and the environment.

The components of a CAP/RAP vary based on project-specific considerations and will follow regulatory guidance. EKI will provide the Draft Cleanup Plan to the City for review and will be available to discuss the document with the City. Following the City's review and incorporation of any comments into the document, as appropriate, EKI will prepare the Draft Cleanup Plan that will be submitted to the Water Board via GeoTracker upload. EKI will be available to discuss the document with the Water Board and will respond to comments, if any, from the Water Board. The proposed budget for this task assumes that EKI will submit a revised Draft Final Cleanup Plan to the Water Board, based on comments received. The Draft Final Cleanup Plan will be circulated for public comment as part of Task 7D, below. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

This task includes agency communications and project management as described above.

Task 6. Scoping and Budgeting for Cleanup

EKI will prepare a preliminary scope and budget to implement the Cleanup Plan prepared in Task 5. This task includes preparation of plans, specifications, and budgetary cost estimates in preparation for contractor selection for remedial implementation as presented in the Cleanup Plan and approved by the Water Board. EKI understands that the information provided as part of this optional task could be used to facilitate cleanup under Water Board oversight that would allow for reuse of the Site.

This task includes agency communications and project management as described above.

Task 7. Community Engagement

EKI proposes to retain the services of Craig Communications, a small, certified women-owned business based in Emeryville to provide community engagement services as part of the proposed project. EKI services for this task will include coordination with Craig Communications, providing technical information to fulfill community outreach information requests, and associated project management.

Craig Communications manages Alameda County Department of Public Health's public participation program for the cleanup of contaminated sites; EPA Brownfields Assessment grant

⁸ <https://dtsc.ca.gov/removal-action-work-plan-raw-quick-reference-guide/>

projects in Eureka, Oroville, and South Gate; and numerous Brownfield DTSC ECRG grant projects, several of which are positioned for housing. Tracy Craig, the founder, worked for 10 years at DTSC and is one of the authors of the DTSC's public participation program.

To ensure the community is informed and can provide feedback on both the new uses of the property (proposed mixed-use, mixed-income development) and environmental investigation/cleanup activities, Craig Communications will work with the City and EKI team members to conduct the activities described in the following sections.

This task includes agency communications and project management as described above.

Task 7a – Prepare Community Outreach Plan/Collateral Materials

- **Stakeholder/Demographic Research:** In coordination with City representatives, conduct demographic research and compile a project key contact list. Information would be incorporated into the community outreach plan and help design outreach tactics.
- **Community Outreach Plan:** Develop an outreach plan that provides an overview of the environmental work and the City's desired redevelopment goals for the property; describes the surrounding community, their environmental justice concerns and their redevelopment goals; identifies the community's communication preferences; describes the ECRG grant and associated community engagement commitments; and provides a range of outreach tactics and timing that will be used to inform and engage the public. The outreach plan would be prepared and approved by August/September 2024.
- **Project Fact Sheet:** Develop a project fact sheet to inform the community of the need to investigate and cleanup the property to support future redevelopment, the next steps that will be taken in the investigation/cleanup and development processes, and how the community can provide input throughout the project. The fact sheet will be updated as needed to reflect changes in the project and include a call-out box to announce any upcoming community meetings. Fact sheets would be disseminated by the City via email, social media and posted in community spaces.
- **Community Survey:** Develop a community survey designed to gain an understanding of the community's interest in the project, what they would like to prioritize for future site reuse planning so as to develop supporting cleanup goals, and how best to keep them informed as the project moves forward. Craig Communications would develop these materials for the City to disseminate via mail, email and social media channels. Both paper and electronic surveys would be available to increase the breadth of survey respondents. The survey would be disseminated in fall/winter 2024 and then Craig Communications would tally and summarize survey responses in early 2025.

Task 7b – Online/Media Outreach

- **Press Releases:** Develop two press releases for the City to distribute to the Appeal Democrat providing an overview of the project and an upcoming community meetings. The first press release would be distributed in advance of the first community meeting in Q4 2024/Q1 2025 and the second press release in advance of the second community meeting in Q3/Q4 2025. Craig Communications would prepare the release and work with the City's Public Information Officer to distribute the release and ensure coverage.
- **Webpage:** Prepare a project-specific webpage on the City's website that provides an overview of the property and need for environmental investigation cleanup work to occur to support future redevelopment, shares the City's vision for future reuse planning, details the

investigation/cleanup and development processes, provides a schedule with next steps and identifies engagement opportunities. The webpage would also include a point-of-contact for questions and act as an online repository for community meeting recordings and project-related information. Craig Communications would draft webpage text in fall 2024 and make revisions as needed throughout the grant lifecycle. Craig Communications would coordinate with City staff to have the information uploaded to their website.

- **Social Media:** Working closely with the City's Public Information Officer, Craig Communications would develop a social media calendar in fall 2024 and posts would be developed in line with project milestones throughout the remainder of the grant reporting period for the City to use to announce the project, circulate the community survey, announce upcoming community meetings, provide project updates and other relevant information. The City would disseminate posts through their Facebook, Instagram and X (formerly Twitter) social media accounts and Craig Communications would be on-call to help respond to social media conversations, as needed.

Task 7c – Briefings/Meetings/Events

- **Stakeholder Briefings:** Hold key stakeholder briefings with community/environmental/business association groups to inform them of the project and gain their input. Craig Communications would assist with scheduling briefings, developing meeting agendas and presentations and follow-up requests. The City would facilitate all meetings with technical assistance from EKI. This task assumes support for 10 briefings throughout the project. Craig Communications would schedule briefings at organizations' pre-existing meetings wherever possible to help save on costs.
- **Community Events:** City staff would set up information tables at community events to share information on the project with a broader section of the community. Examples of these events may include farmer's markets, community bicycle rodeos, holiday celebrations, etc. Craig Communications would assist with logistics when needed, including preparing flyers or posters for community events. It is assumed that assistance would be needed for up to five events.
- **Community Meetings:** Hold two community meetings on the project. The first meeting would occur in Q4 2024/Q1 2025, after the development of the Community Outreach Plan, to provide community members with an overview of the project, an understanding of the environmental issues and the investigation/cleanup process, a discussion of possible future land uses for the site, areas where the community can provide input and how to stay involved. The second meeting would occur near the end of the ECRG Grant (Q3/Q4 2025) reporting period and provide an update on how community design feedback for a future development proposal was considered and will be used, how the environmental investigation results have informed the development of the proposed cleanup plan, and next steps for the project. Craig Communications would help with meeting logistics, preparing meeting collateral (e.g., sign-in sheets, flyers, presentations, talking points, poster boards), and attending meetings to take notes. The City would disseminate meeting invites, facilitate and lead the presentations, and be the main point-of-contact to respond to community questions with EKI and Craig Communications assistance. Meetings would be announced via press releases, social media posts and flyers placed at key locations throughout the community.

Task 7d – Water Board Required Outreach

- **Water Board Fact Sheet/Comment Period:** To support agency approval of the proposed Draft Cleanup Plan for the site, Craig Communications would prepare a Water Board fact sheet that

provides an overview of the site, environmental impacts, the proposed cleanup plan, and schedule. The fact sheet would include Water Board Case Manager information to provide comments. The City would mail the fact sheet to the Water Board-required 500-foot radius mailing list and project key contact list. Craig Communications would work closely with the Case Manager to track comments during a 30-day public comment period and prepare a Response to Comments that provides a response to all comments received. These would be distributed to those who commented via email after approval of the Response to Comments document.

Task 7e – Other/Project Management

- **City Council/Planning Commission Updates:** City staff will provide updates to City Council and Planning Commission members at key project milestones. This will serve as another avenue to keep the larger City public informed on the project as these meetings are open to the public. Craig Communications will assist in preparing briefing packets and presentations for use at up to four Council and Planning Commission meetings.
- **Contact Log:** Craig Communications will assist in responses to project questions and maintain a project contact log that tracks all interactions received.

All communications will be provided in English, Spanish, and Punjabi given area demographics. Interpreters would be available in Spanish and Punjabi at community meetings and available on request for individual stakeholder briefings. This proposal assumes that the City would handle dissemination of collateral via US Mail when needed.

Optional Task 8. Pilot Test Work Plan

Based on the results of the Site investigation and bench-scale testing and other project considerations, it may be beneficial to perform a pilot test at the Site. In that case, EKI will prepare a work plan for a pilot test of a selected in-situ remediation technology at the Site (Pilot Test Work Plan). The Pilot Test will evaluate a specified remediation technology for implementation at the Site.

Given the current uncertainty regarding potential remedial technologies and site conditions, the specific remedial technology to be tested at the Site cannot yet be specified, but may include one of the following:

- Phytoremediation to address arsenic and lead in shallow Site soil;
- In-situ chemical oxidation or reduction to break down organochlorine pesticides and VOCs in Site soil;
or
- In-situ stabilization of arsenic and lead in shallow Site soil to reduce bioavailability.

The scope and nature of the proposed remedial technology will depend on Site information and may change based on the results of the remedial investigation conducted in Task 3 and bench-scale testing in Task 2. EKI will work with appropriate experienced subcontractors for phytoremediation (Intrinsyx Environmental) and in-situ chemical oxidation, reduction, or stabilization (Prima Environmental) to assist with development of the Pilot Test Work Plan, depending on the selected remedial technology. This Optional Task 8 includes scope to prepare a Pilot Test Work Plan which will include:

- Pilot test objectives;
- Permitting and notification requirements, if any;

- Pilot test description and figures;
- Pilot test operations and monitoring procedures;
- A proposed implementation schedule; and
- Pilot test data analysis and reporting.

EKI will provide the draft Pilot Test Work Plan to the City for review and will be available to discuss the content with the City. Following the City's review and incorporation of the City's comments into the document, as appropriate, EKI will prepare a final version that will be submitted to the Water Board via GeoTracker upload. EKI will be available to discuss the document with the Water Board (one virtual meeting is assumed), and will respond to comments on the document, if any, from the Water Board. The proposed budget for this task assumes that EKI will submit one revised document to the Water Board, based on comments received. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

This task includes agency communications and project management as described above.

Optional Task 9. Pilot Test Implementation and Reporting

Following Pilot Test Work Plan approval by the Water Board,⁹ EKI will perform a pilot test to evaluate the selected remedial technology to reduce the concentration or bioavailability of chemicals of concern in in soil at the Site. As described in Task 8 above, the specific remedial technology to be tested at the Site cannot yet be specified, but may include one of the following:

- Phytoremediation to address arsenic and lead in shallow Site soil;
- In-situ chemical oxidation or reduction to break down organochlorine pesticides and VOCs in Site soil; or
- In-situ stabilization of arsenic and lead in shallow Site soil to reduce bioavailability.

Pilot test implementation schedule, scope, and timeframe will depend on the specific remedial technology selected for the pilot test. For example, phytoremediation to remove arsenic and lead from shallow soil would be conducted over the course of a single growing season, i.e., approximately January-February 2025 to September-October 2025. In-situ chemical oxidation/reduction or in-situ stabilization pilot tests would be conducted over a shorter timeframe.

Following the completion of the pilot test, EKI will prepare a draft Pilot Test Report for the Site. The Pilot Test Report will describe activities conducted during the pilot test, including operational data, analytical results, and other relevant operational and monitoring parameters for the pilot test. The report will evaluate the effectiveness of the remedial technology selected for the pilot test, and provide recommendations for full-scale implementation, if warranted.

EKI will provide the draft Pilot Test Report to the City for review and will be available to discuss the document with the City. Following the City's review and incorporation of the City's comments into the document, as appropriate, EKI will prepare the Pilot Test Report that will be submitted to the Water Board via GeoTracker upload. EKI will be available to discuss the document with the Water Board and will respond to comments, if any, from the Water Board. The proposed budget for this task assumes that EKI will submit one revised Final Pilot Test Report to the Water Board, based on

⁹ We have assumed that Water Board review will require 90 days.

comments received. If the level of effort to respond to Water Board comments exceeds EKI's assumption for this activity, EKI will discuss with the City.

This task includes agency communications and project management as described above.

Budget for Scope of Services¹

Task	Proposed Budget ²
Task 1: Conceptual Site Model and Remedial Investigation Work Plan	\$90,000/\$105,000
Task 1a: Prepare CSM & RI WP	\$90,000
<i>Optional Task 1b. Phase I ESA</i>	<i>\$15,000</i>
Task 2: Bench-Scale Testing	\$110,000
Task 2a: Bench-Scale Work Plan ³	\$30,000
Task 2b: Bench-Scale Testing Implementation ³	\$80,000
Task 3: Remedial Investigation Implementation	\$410,000
3a. Preparation for Field Investigation ⁴	\$40,000
3b. XRF Investigation ⁵	\$70,000
3c. Collection and Analysis of Shallow Soil and Soil Vapor Samples ^{6,7}	\$215,000
3d. Collection and Analysis of Deep Soil and Shallow Groundwater Samples ^{8,9}	\$75,000
3e. Management of Investigation-Derived Waste ^{10,11}	\$10,000
Task 4: Investigation Report	\$130,000/\$165,000
4a. Preparation of Remedial Investigation and Bench-Scale Testing Combined Report	\$130,000
<i>Optional Task 4b. Baseline Human Health Risk Assessment</i>	<i>\$35,000</i>
Task 5: Cleanup Plan	\$125,000
Task 6: Scoping and Budgeting for Cleanup	\$100,000
Task 7: Community Engagement¹²	\$125,000
<i>Optional Task 8. Pilot Test Work Plan</i>	<i>\$60,000</i>
<i>Optional Task 9. Pilot Test Implementation and Reporting¹³</i>	<i>\$375,000</i>
Total Budget Without Optional Tasks	\$1,090,000
Total Budget With Optional Tasks	\$1,575,000

NOTES:

- Assumes budget can be allocated among tasks to complete the Scope of Services. Optional tasks are shown in italics.
- Subconsultant fees include a 10% markup. Where two numbers are shown in a subtotal, the second cost includes the proposed budget for the optional task.
- Includes Prima Environmental services.
- Expenses include: drilling permit fees, underground utility clearance and geophysical survey, surveying, field equipment and supplies, and EKI field vehicle.
- Expenses include: XRF rental fees, field equipment and supplies, and EKI field vehicle.
- Expenses include: XRF rental fees, components for twenty soil vapor probes (screen, valve, tubing, etc.), field equipment and supplies, soil vapor sampling equipment for two rounds of sampling, and EKI field vehicle.
- Includes Penecore Drilling fees and analytical costs. Analytical costs (Eurofins Calscience and K-Prime, Inc. fees) include: analyses for soil vapor samples, shallow soil samples, and IDW samples. Assumes two sampling rounds for soil vapor and up to 90 shallow soil samples: 3 composites samples for asbestos analysis and 87 discrete samples for analysis of remaining COCs.
- Expenses include: field equipment rental fees, field supplies, laboratory courier fees, and EKI field vehicle.
- Includes Penecore Drilling fees and analytical costs. Analytical costs (Calscience fees) include: analyses for 11 groundwater samples and up to 24 deep soil samples.
- Expenses include: EKI field vehicle for Site visit.
- Costera Waste & Environmental fees. Costs include applicable fees and assumes transportation and disposal of up to six non-hazardous water and soil drums and one non-RCRA California hazardous soil drum.
- Includes Craig Communications fees.
- Whether or not a pilot test will be beneficial for the project and which remedial technologies could be evaluated at the Site are yet to be determined and will depend on the results of the Remedial Investigation. If pursued, actual costs for pilot testing will be provided to the City as part of preparation of the Pilot Test Work Plan, and are expected to be within the proposed budget. If conducted, pilot testing costs would include subcontractor costs, such as Intrinsyx Environmental costs, and will depend on the remedial technologies selected.

EXHIBIT B

31. SERVICES DURING CONSTRUCTION

Any Services, including testing or construction observation, provided by CONSULTANT, during construction of facilities designed by the CONSULTANT or others, is for the purpose of reviewing the construction contractor's general compliance only with the functional provisions of the construction documents including project specifications and drawings. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction contractors' work, nor shall the CONSULTANT be responsible for a contractor's failure to perform the work in accordance with the requirements of the construction documents. The CONSULTANT shall be only responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of contractors or of any other persons or entities performing portions of the work. CLIENT agrees that in accordance with generally accepted construction practices, the independent construction contractor(s) selected by CLIENT will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours. CONSULTANT's Services during construction shall not be construed to waive or otherwise relieve any contractor or subcontractor of their contractual obligations.

32. COST ESTIMATES

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT represent the CONSULTANT's judgment as a design professional. However, neither CLIENT nor CONSULTANT has control over the fluctuations in construction costs, a contractor's methods of determining bid prices, market and bidding conditions, and other factors. Accordingly, CONSULTANT does not guarantee or warrant that the bids or negotiated prices, or future operation and maintenance costs, will not vary from any estimated costs provided by CONSULTANT or from CLIENT's budget for the project.

33. DATA

For any Work Product stored or reduced to computer tapes, disks, CDs, electronic files or CAD files (collectively "Data"), CONSULTANT reserves the right to retain an archival copy of the Data delivered to CLIENT, which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to CLIENT. The Data are instruments of service, and as such, CONSULTANT makes no representations or warranties, expressed or implied, of the Data's merchantability or fitness for a particular purpose with respect to its quality, adequacy, completeness or sufficiency as to any results to be or intended to be achieved as to its use.

The Data are furnished "as is". CLIENT acknowledges that anomalies and errors can be introduced into the Data when it is transferred or used in an incompatible computer environment or modified by others. CLIENT acknowledges and solely accepts the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the Data.

Use by CLIENT of any Data prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CLIENT's sole risk. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claims, suits, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any Data prepared by CONSULTANT without the prior written consent of CONSULTANT.

34. EXISTING CONDITIONS

(a) HAZARDOUS MATERIALS

CLIENT shall furnish, or cause to be furnished to CONSULTANT, all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials, substances or waste at, on, under, or near the site. In addition, CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required for proper performance of CONSULTANT's Services.

CLIENT acknowledges that CONSULTANT and its subconsultants and subcontractors have played no part in the creation of any hazardous waste or materials, pollution sources, nuisance, or chemical or industrial disposal problems that may exist at or near the project site, and that CONSULTANT shall have no liability for such preexisting conditions. CLIENT acknowledges that CONSULTANT has been retained for the sole purpose of assisting the CLIENT in assessing any problem which may exist at the site, and in assisting the CLIENT in formulating a remedial program, if such is within the Scope of Services that CONSULTANT has assumed. CLIENT recognizes that while necessary for investigations, commonly used exploration methods, such as drilling borings or installation of monitoring wells, involve an inherent risk. These exploration methods may penetrate through contaminated material and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout, or other means, according to currently accepted practices, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings or performing other exploration methods at a hazardous waste site. Therefore, CLIENT agrees that CONSULTANT shall have no liability for claims of cross contamination arising out of any investigation of problems at or near the project site.

The CLIENT recognizes and agrees that CONSULTANT has assumed responsibility only for making the investigations, reports and recommendations to the CLIENT included within the Scope of Services. The responsibility for making any disclosures or reports to any third party and for the taking of corrective, remedial, or mitigation action shall be solely that of the CLIENT.

(b) UTILITIES AND SUBSURFACE CONFLICTS

Prior to initiation of subsurface investigations, including but not limited to boreholes, probes, trenches, or subsurface sample collection, CLIENT will provide CONSULTANT with available information, drawings, and maps regarding potential underground utilities, other potential subsurface conflicts, and overhead conflicts in the proposed areas of investigation. If CLIENT is not the property owner, CLIENT will contact the property owner and request such information. CONSULTANT will clear the proposed investigation locations for buried utilities by obtaining the services of a utility locating company. CONSULTANT will make reasonable efforts to identify and to avoid damage to disclosed or visually-identified utilities that may exist within the areas of investigation. CONSULTANT, its subconsultants and subcontractors shall have no liability for damages to persons or property, including the cost to repair, which occur during investigative activities performed by CONSULTANT, its subconsultants and subcontractors, and arise out of, or relate to, undisclosed, unknown, or inaccurately specified utilities or other structures.

35. DISPOSAL OF CONTAMINATED MATERIAL

CLIENT understands and agrees that CONSULTANT is not, and has no responsibility as, a generator, operator, treater, storer, transporter or disposer of hazardous materials or toxic substances found or identified at or near the project site, including investigation-derived waste. CLIENT shall undertake or arrange for handling, removal, treatment, storage, transportation, and disposal or reuse of such materials. Arrangements and final decisions regarding disposal and/or treatment of hazardous material shall be the sole responsibility of CLIENT. CONSULTANT's responsibilities shall be limited to assisting CLIENT with its appropriate arrangements, if authorized by CLIENT.

36. ARTIFICIAL INTELLIGENCE

CONSULTANT may use Artificial Intelligence (AI) technology in providing services under this Agreement. AI technology is a rapidly changing field and includes tools provided by third parties that may be pre-trained and/or pretrain with supplementary training by CONSULTANT. CONSULTANT makes efforts to identify and remove CLIENT-identifying data and any bias that is contained in data that is used for supplementary training.

CONSULTANT is aware that the output from AI is not a substitute for human judgement. CONSULTANT's engineers, scientists, and other professional staff will continue to provide professional services, and make decisions based on their experience, knowledge, and analysis, consistent with the Standard of Care.

37. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Landscape maintenance District No. 1 and Lighting and Landscape Maintenance District No. 2 (Town Center), pursuant to the Landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Landscape Maintenance District No. 1 (LLMD 1) and Yuba City Lighting and Landscape Maintenance District No. 2 (LLMD 2) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD No. 1 and LLMD No. 2 will ensure that street lighting, landscaping, and other items included in the Districts are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 1 and LLMD 2 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed.

LLMD 1 includes the Stabler Lane area (Zone of Benefit A) and Garden Highway Area (Zones of Benefit B, B_1, and B_2). Zones of Benefit A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover their annual expenses. Zones B_1 and B_2 are recently formed zones of benefit and do have provisions for a COLA which is based on the Consumer Price Index from January to January. LLMD 2

(Town Square Area) also has provisions for COLA.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment and the proposed assessment for each parcel. The Resolution of Intention to order improvements is required by state law to continue the Districts. The proposed action in these reports set at public hearing for the Council meeting to be held on July 2, 2024 to establish assessments for the coming year.

District No. 1, Zones of Benefit B_1 and B_2, and District No. 2 will see increases in their annual levy. The levies were raised in response to inflation. District No. 1 Zones of Benefit A and B will continue to be levied at the maximum amount, and will not be increased further due to their lack of COLAs.

Fiscal Impact:

The proposed assessments for FY 2024-25 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Districts, are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/2025*
1A	\$22,007.36	\$23,338.96	(\$5,371.78)
1B**	\$66,330.46	\$77,848.38	(\$14,026.09)
2	\$99,056.84	\$44,626.16	\$206,015.90

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

**Dollar amounts for Zones of Benefit B, B_1 and B_2 are included within the "1B" row of the table.

District 1 was formed in 1990 with no COLA, therefore the District's funding is annually based on 1990 dollars. This means that in District 1, Zone of Benefit A, each parcel pays \$56.72 annually; and in Zone of Benefit B, each parcel pays \$29.50 annually. Staff has reduced maintenance in District 1 to minimal levels in attempts to keep the District's balance positive. With increases in maintenance, water, and electrical costs, it has become increasingly difficult to provide minimally acceptable maintenance. If the Zones of Benefits' rates were inflated to 2024 dollars, the annual amounts per parcel would be \$137.26 and \$71.39, respectively. The current average annual per-parcel rate among all other residential LLMDs in the City is approximately \$182.

Moving forward, staff will need to continue with reducing services in these Zones of Benefit due to lack of funding. In order to correct the funding issues, and re-establish great aesthetics through higher levels of maintenance, staff may conduct a Proposition 218 hearing to modify the District for inclusion of COLAs.

Alternatives:

1. Council may cancel the district and find alternative funding sources to maintain the landscaping and related items in this area.
2. Council may direct City staff to follow legal procedures in order to modify District No. 1, increasing assessment amounts to a level appropriate for maintenance, and including a Cost of Living Adjustment.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Landscape maintenance District No. 1 and Lighting and Landscape Maintenance District No. 2 (Town Center), pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1- Resolution LLMD No. 1-2 Public Hearing
2. Exhibit A - District Maps LLMD 1-2
3. Attachment 2 - Proposed Assessments

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR THE YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (STABLER LANE/GARDEN HIGHWAY AREA) AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 2 (TOWN CENTER)

WHEREAS, on June 18, 2024, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Landscape Maintenance District No. 1 and Lighting and Landscape District No. 2 ("Districts") for Fiscal Year 2024-25 more specifically as follows:

- Landscape Maintenance District No. 1 – Zones of Benefit "A," "B", "B_1", and "B_2"
- Lighting and Landscape Maintenance District No. 2 – Zone of Benefit "A"; and,

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Landscape Maintenance District No. 1: Ongoing operation, maintenance, and servicing of improvements including turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, street lighting, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments, as well as servicing improvements including electricity, water for irrigation of any landscaping, and the operation of fountains
- Lighting and Landscape Maintenance District No. 2: Ongoing maintenance and servicing of landscaping material, irrigation systems, and street lighting in the Town Center Area along the frontage of Plumas Street (including median), C Street, Percy Avenue, B Street and Franklin Avenue; and,

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said Districts; and

WHEREAS, on May 21, 2024, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 24-060 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2024-25 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file written reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such reports (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on June 18, 2024, the City Council adopted Resolution No. 24-078 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 2, 2024, was duly published on June 21, 2024.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment districts designated "Landscape Maintenance District No. 1" and "Lighting and Landscape Maintenance District No. 2 (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2024 and ending June 30, 2025, to pay for the costs and expenses of the improvements described in the Engineer's Report.
3. That the City Council hereby determines that the territory within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territory benefited by the maintenance and servicing of the improvements described in said Reports.
4. That the hearing on said annual levy of assessments was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Reports, the diagram for the assessment districts and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Reports, are adopted and approved as to the Districts, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments for District No. 1, Zones of Benefit "A" and "B," for Fiscal Year 2024-25 are proposed to remain the same as the previous year as described in the Engineer's Report. The assessments for District No. 1, Zone of Benefit "B_1," and "B_2" District No. 2, Zone of Benefit "A" for Fiscal Year 2024-25 are proposed to increase from the previous year as described in the Engineer's Reports, but are still within or less than the amount approved for Zones of Benefit "B_1" and "B_2" and "A" at the time of the Districts' formations.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.
7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.

8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2024.
9. As the levies remain the same as prior years, the assessments for District No. 1 Zones of Benefit "A" and "B" are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District No. 1 Zones of Benefit "B_1" and "B_2" and District No. 2 Zone of Benefit "A" as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the Districts pursuant to Proposition 218, and as such, the levies for District No. 1 Zones of Benefit "B_1" and "B_2" and District No.2 Zone of Benefit "A" are likewise exempt from further compliance with Proposition 218.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, City Clerk Administrator

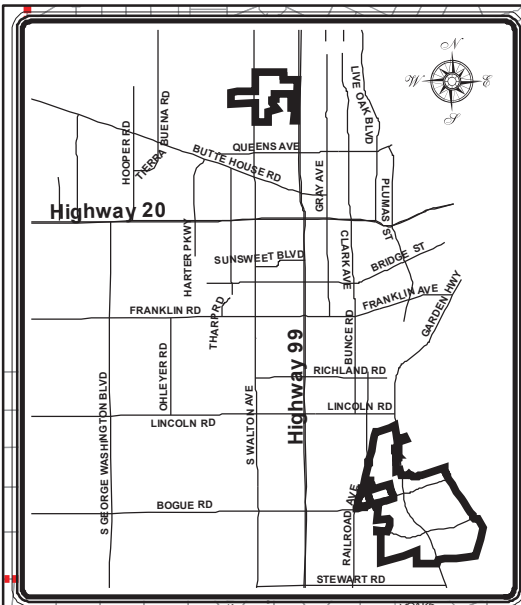
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Map

EXHIBIT A



Legend



Maintenance Districts

City Limits

1A

**Lighting & Landscape
Maintenance District No. 1
Zones of Benefit**

99 58 QUEENS AVE OFF

QUEENS AVE 99 NB ON

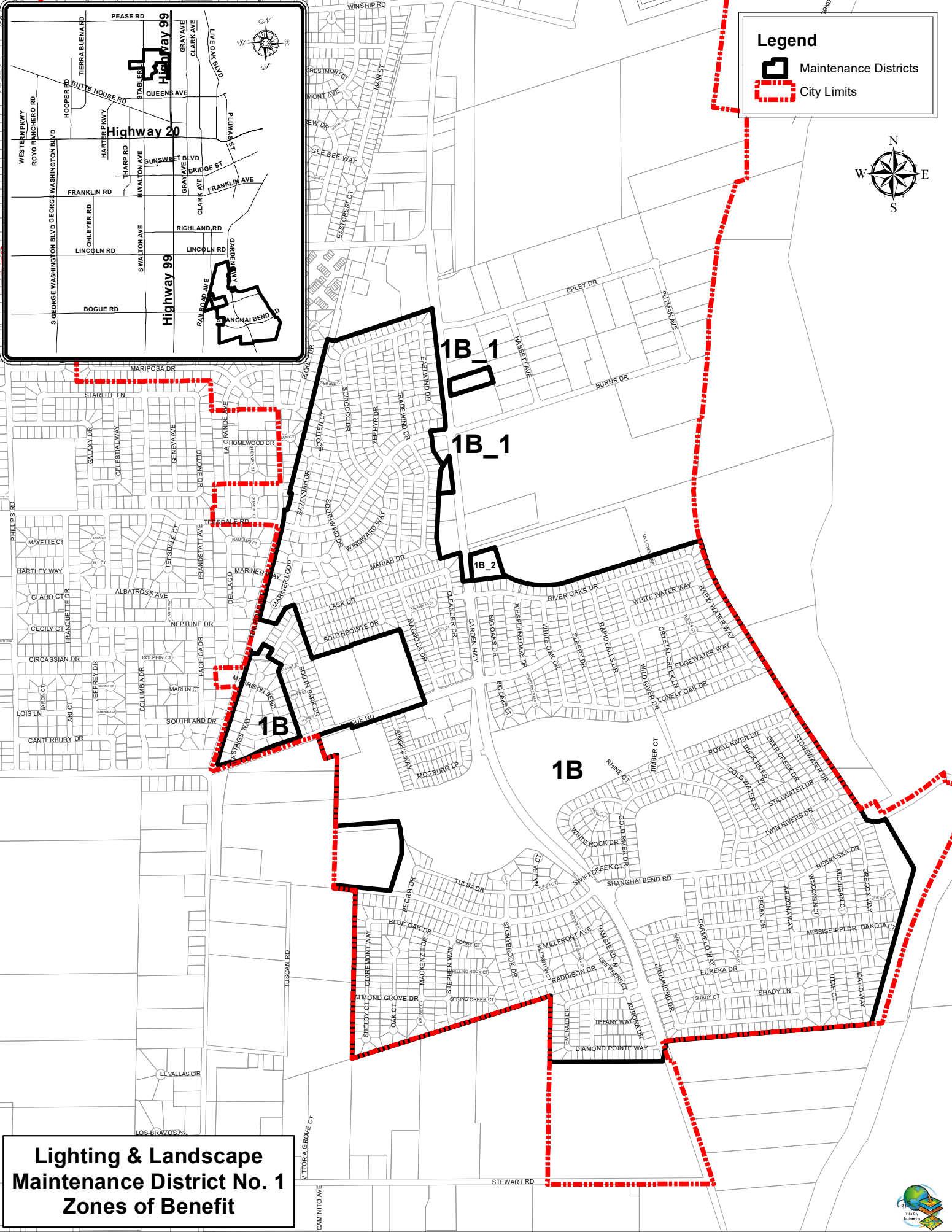
HWY 99

QUEENS AVE OFF



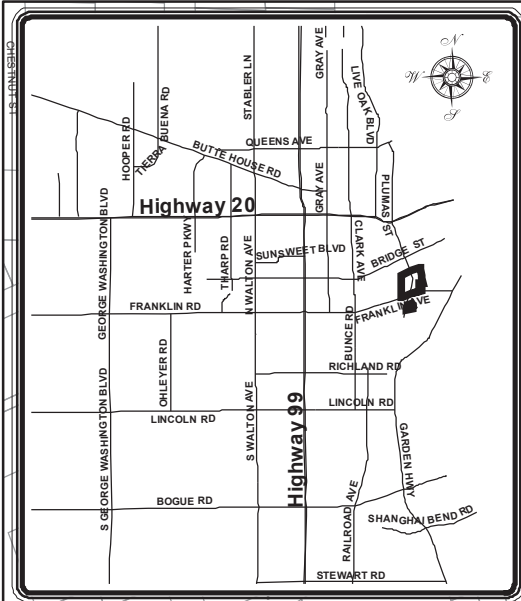
Legend

- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 1
Zones of Benefit**





Legend



Maintenance Districts

City Limits

2A

2A

2A

**Lighting & Landscape
Maintenance District No. 2
Zones of Benefit**



ATTACHMENT 2

DISTRICT 1 AND 2 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2024-25 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
1	A	\$56.72	\$0.00	\$56.72
	B	\$29.50	\$0.00	\$29.50
	B_1	\$40.12	\$1.20	\$40.13
	B_2	\$367.28	\$11.02	\$367.28
2	A	\$710.34	\$92.20	\$710.34

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape District Nos. 3-4 - Public Hearing
Recommendation: A. Conduct a Public Hearing
B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4
Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4 (LLMD 3 and 4) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD 3 and 4 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 3 and 4 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMD 3 and 4 (13 subdivisions located throughout Yuba City) have provisions for a Cost of Living Adjustment COLA which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each district, the improvements therein, the method of assessment, and the proposed assessment for each parcel. Both Districts will receive increases in their annual levies. The levies were

raised in response to inflation.

Fiscal Impact:

The proposed assessments for FY 2024-25 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/25*
3	\$17,774.24	\$11,048.41	\$6,145.80
4	\$199,999.56	\$152,880.98	\$205,619.61

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Alternatives:

Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2024-25.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4

Attachments:

1. Attachment 1- Resolution LLMD No. 3-4 Public Hearing
2. Exhibit A - District Maps 3-4
3. Attachment 2 - Proposed Assessments

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NOS. 3 & 4 (13 SUBDIVISIONS THROUGHOUT YUBA CITY)

WHEREAS, on June 18, 2024, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Lighting and Landscape Maintenance District Nos. 3 & 4 (“Districts”) for Fiscal Year 2024-25 more specifically as follows:

- Lighting and Landscape Maintenance District No. 3 – Zone of Benefit “A” (Palisades Subdivision);
- Lighting and Landscape Maintenance District No. 4 – Zones of Benefit “A,” “B,” “C,” and “D” (Butte Vista Neighborhood);

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 3: Ongoing maintenance and servicing of a detention pond, street trees and a pond landscape strip, and twelve street lights, which benefit parcels in Phases 1 and 2.
- Lighting and Landscape Maintenance District No. 4: Ongoing maintenance and servicing of local street lighting, landscaping improvements, and detention pond, providing special benefit to the Butte Vista Neighborhood in the subdivisions in zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said Districts; and

WHEREAS, on May 21, 2024, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 24-061 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2024-25 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file written reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such reports (the “Engineer’s Reports”) with the City Clerk, and the City Clerk has presented the Engineer’s Report to the City Council; and

WHEREAS, on June 18, 2024, the City Council adopted Resolution No. 24-080 approving the Engineer’s Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 2, 2024, was duly published on June 21, 2024.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment districts designated "Lighting and Landscape Maintenance District No. 3" and "Lighting and Landscape Maintenance District No. 4" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2024 and ending June 30, 2025, to pay for the costs and expenses of the improvements described in the Engineer's Report.
3. That the City Council hereby determines that the territory within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territory benefited by the maintenance and servicing of the improvements described in said Reports.
4. That the hearing on said annual levy of assessments was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Reports, the diagram for the assessment districts and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Reports, are adopted and approved as to the Districts, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments for District Nos. 3 & 4 for Fiscal Year 2024-25 are proposed to increase from the previous year as described in the Engineer's Reports, but are still within or less than the amount approved for said Districts at the time of the Districts' formations.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.
7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2024.
9. Although the levies have increased for District Nos. 3 & 4 as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the Districts

pursuant to Proposition 218, and as such, the levies for District Nos. 3 & 4 are likewise exempt from further compliance with Proposition 218.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, City Clerk Administrator

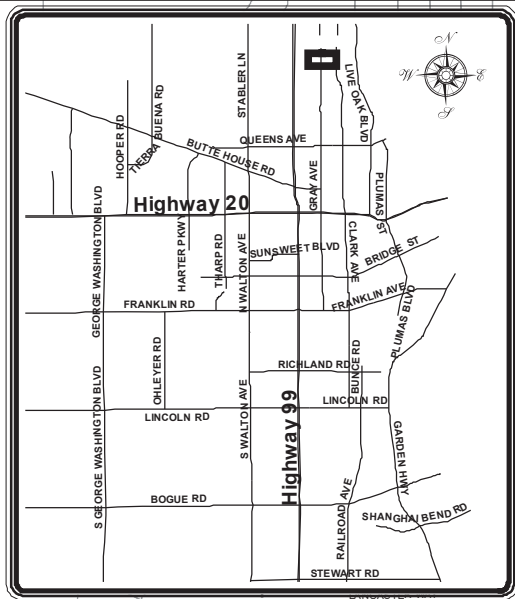
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Map

EXHIBIT A



Legend



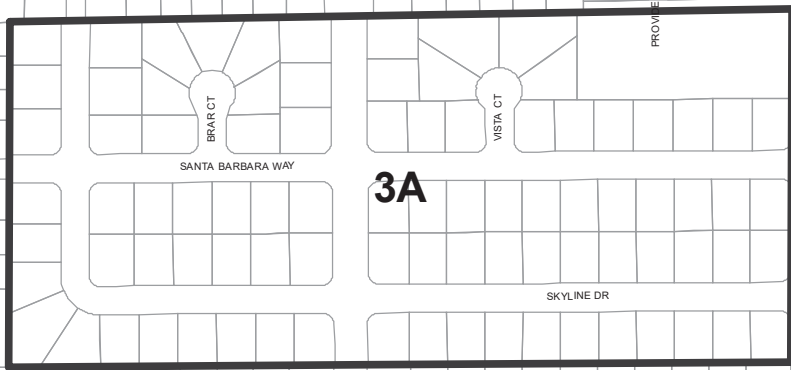
Maintenance Districts
City Limits

HWY 99

Lighting & Landscape

Maintenance District No. 3

Zones of Benefit

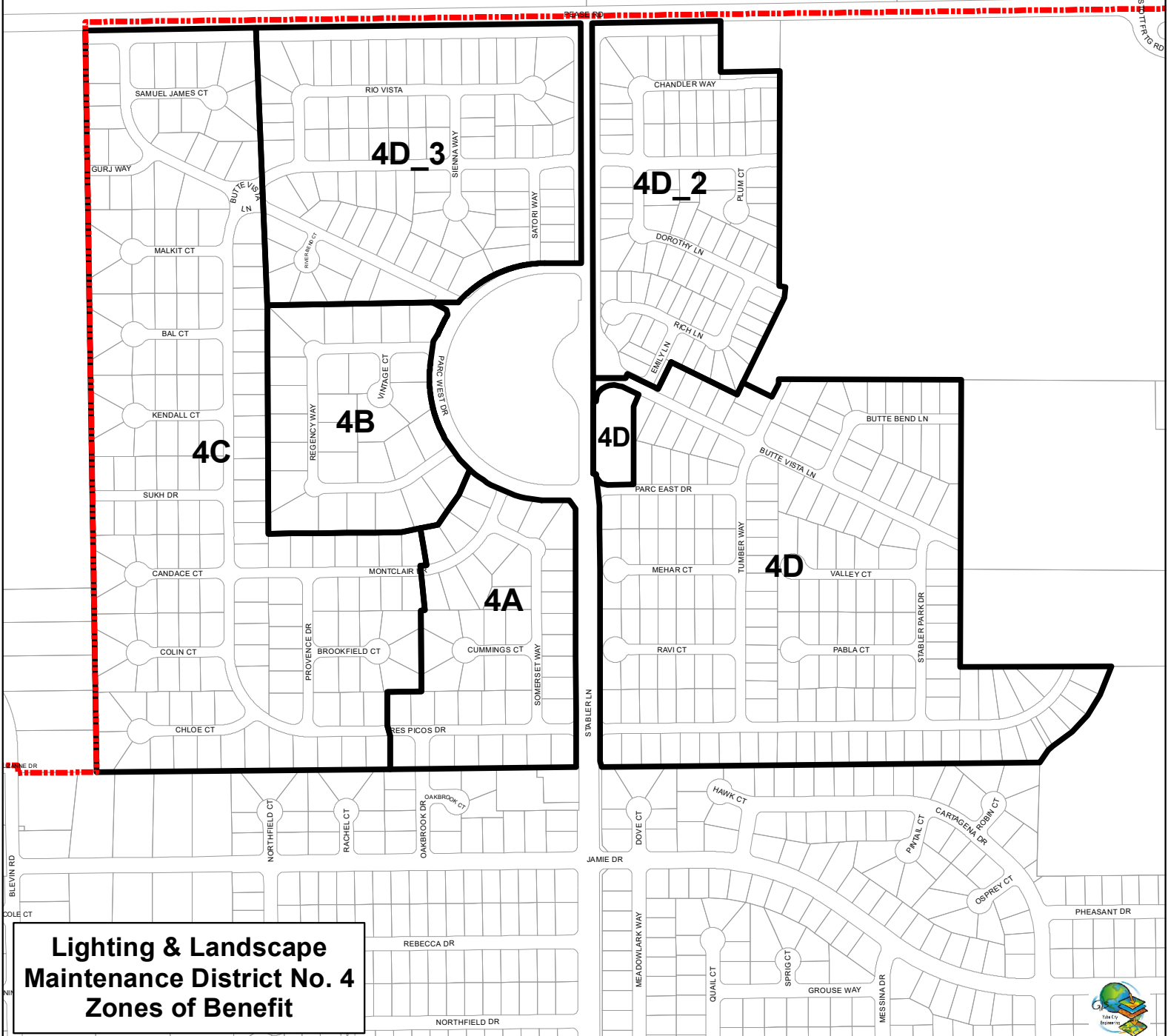




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 Maintenance Districts

 City Limits



**Lighting & Landscape
Maintenance District No. 4
Zones of Benefit**



ATTACHMENT 2

DISTRICT 1 AND 2 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2024-25 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
1	A	\$56.72	\$0.00	\$56.72
	B	\$29.50	\$0.00	\$29.50
	B_1	\$40.12	\$1.20	\$40.13
	B_2	\$367.28	\$11.02	\$367.28
2	A	\$710.34	\$92.20	\$710.34

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape District Nos. 5-6 - Public Hearing
Recommendation: A. Conduct a Public Hearing
B. Adopt a Resolution Confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 & 6 pursuant to the Landscaping and Lighting Act of 1972
Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 (LLMD 5 and 6) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD 5 and 6 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 5 and LLMD 6 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMD 5 (64 subdivisions located throughout Yuba City) and 6 (Commercial District) have provisions for a Cost of Living Adjustment COLA which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. District 5 Zones of Benefit A, B, E, G, H, K, and L and District 6 Zones of

Benefit A_1 - A_3, B_1-B_4, and B_6 - B_15 will see increases in their annual levies while District 5 Zones of Benefit C_1 - C_10 will see decreases in their annual levies. District 5 Zones of Benefit D, F, I, and J and District 6 Zone of Benefit B_5 will see no changes in their annual levies. The levies were raised in response to inflation while certain Zones of benefits were decreased or maintained due to sufficient reserves and revenues which exceeded expenditures.

Fiscal Impact:

The proposed assessments for FY 2024-25 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/25*
5	\$637,974.02	\$586,951.51	\$297,146.05
6	\$40,439.18	\$18,609.71	\$199,814.40

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Alternatives:

Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2024-25.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution Confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 & 6 pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1 - Resolution LLMD Nos. 5-6 Public Hearing
2. Exhibit A - District Maps 5-6
3. Attachment 2 - Proposed Assessments - 5-6

Prepared By:
Josh Wolffe
Senior Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2024-25 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 5 (64 SUBDIVISIONS THROUGHOUT YUBA CITY) AND 6 (COMMERCIAL
DISTRICT)**

WHEREAS, on June 18, 2024, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 ("Districts") for Fiscal Year 2024-25 more specifically as follows:

- Lighting and Landscape Maintenance District No. 5 – Zones of Benefit "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," and "L";
- Lighting and Landscape Maintenance District No. 6 – Zones of Benefit "A_1," "A_2" and "A_3," Zones of Benefit "B_1," "B_2," "B_3," "B_4," "B_5," "B_6," "B_7," "B_8," "B_9," "B_10," "B_12," "B_13," "B_14," "B_15," and Zone of Benefit "C_1"; and

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 5: Street lights, walls, landscape strips and planters, street trees, and landscaped entrance varying by zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 6: Ongoing maintenance and servicing of street lights, street trees and median landscaping; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the lighting and landscaping facilities in said Districts; and

WHEREAS, on May 21, 2024, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 24-062 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2024-25 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such report for each Lighting and Landscape Maintenance District (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Reports to the City Council; and

WHEREAS, on June 18, 2024, the City Council adopted Resolution No. 24-082 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 2, 2024, was duly published on June 21, 2024.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated "Yuba City Lighting and Landscape Maintenance District No. 5", and "Yuba City Lighting and Landscape Maintenance District No. 6" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2024 and ending June 30, 2025, to pay for the costs and expenses of the improvements described in the Engineer's Reports for each District.
3. That the City Council hereby determines that the territories within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territories benefited by the maintenance and servicing of the improvements described in said Engineer's Reports.
4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved as to each District and all of them, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessment for District 5 Zones of Benefit C_1-C_10 for Fiscal Year 2024-25 are proposed to be reduced as compared to the previous year as described in the Engineer's Report. The assessments for District 5 Zones of Benefit D, F, I, and J and District 6 Zone of Benefit B_5 will see no changes in their annual levies for Fiscal Year 2024-25. The assessments for District 5 Zones of Benefit A, B, E, G, H, K, and L and District 6 Zones of Benefit A_1 - A_3, B_1-B_4, and B_6 - B_15, for Fiscal Year 2024-25 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved District 5 Zones of Benefit A, B, E, G, H, K, and L and District 6 Zones of Benefit A_1 - A_3, B_1-B_4, and B_6 - B_15 at the at the time of the formation of the respective Districts.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Reports.
7. That the assessment diagram showing the assessment districts referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.

8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2024.
9. As the levies either remain the same, or are reduced as compared to prior years as to District 5 Zones of Benefit B, C_1-C_10, D, F, I, and J, and District 6 Zone of Benefit B_5 the assessments for District 5 Zones of Benefit B, C_1-C_10, D, F, I, and J, and District 6 Zone of Benefit B_5 are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District 5 Zones of Benefit A, B, E, G, H, K, and L and District 6 Zones of Benefit A_1 - A_3, B_1-B_4, and B_6 - B_15 as compared to the prior year, the levy amounts are consistent with and less than the previously approved COLA adopted at the time of formation of the District pursuant to Proposition 218, and as such, the levies for District 5 Zones of Benefit A, B, E, G, H, K, and L and District 6 Zones of Benefit A_1 - A_3, B_1-B_4, and B_6 - B_15 are likewise exempt from further compliance with Proposition 218.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, City Clerk Administrator

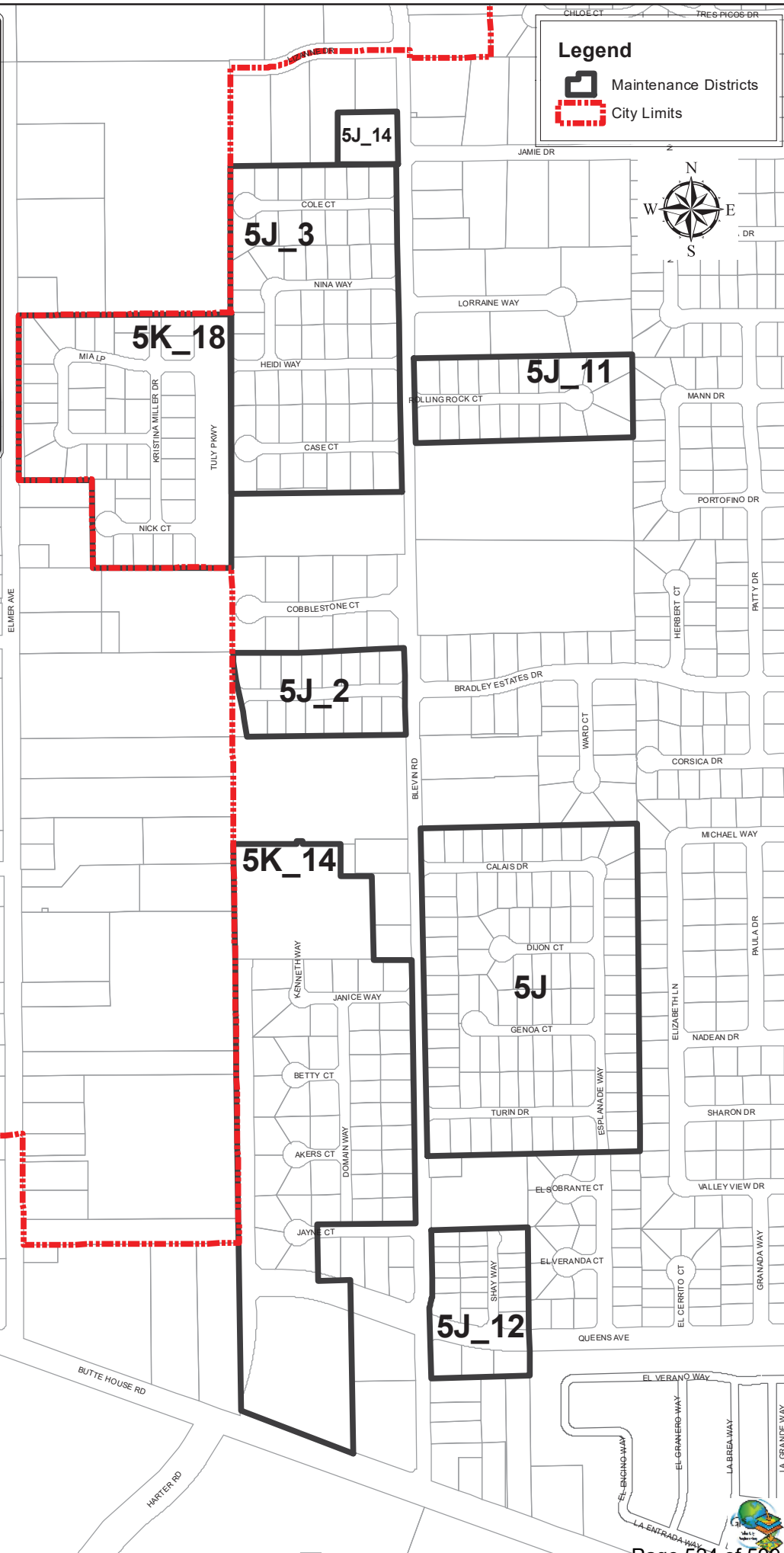
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

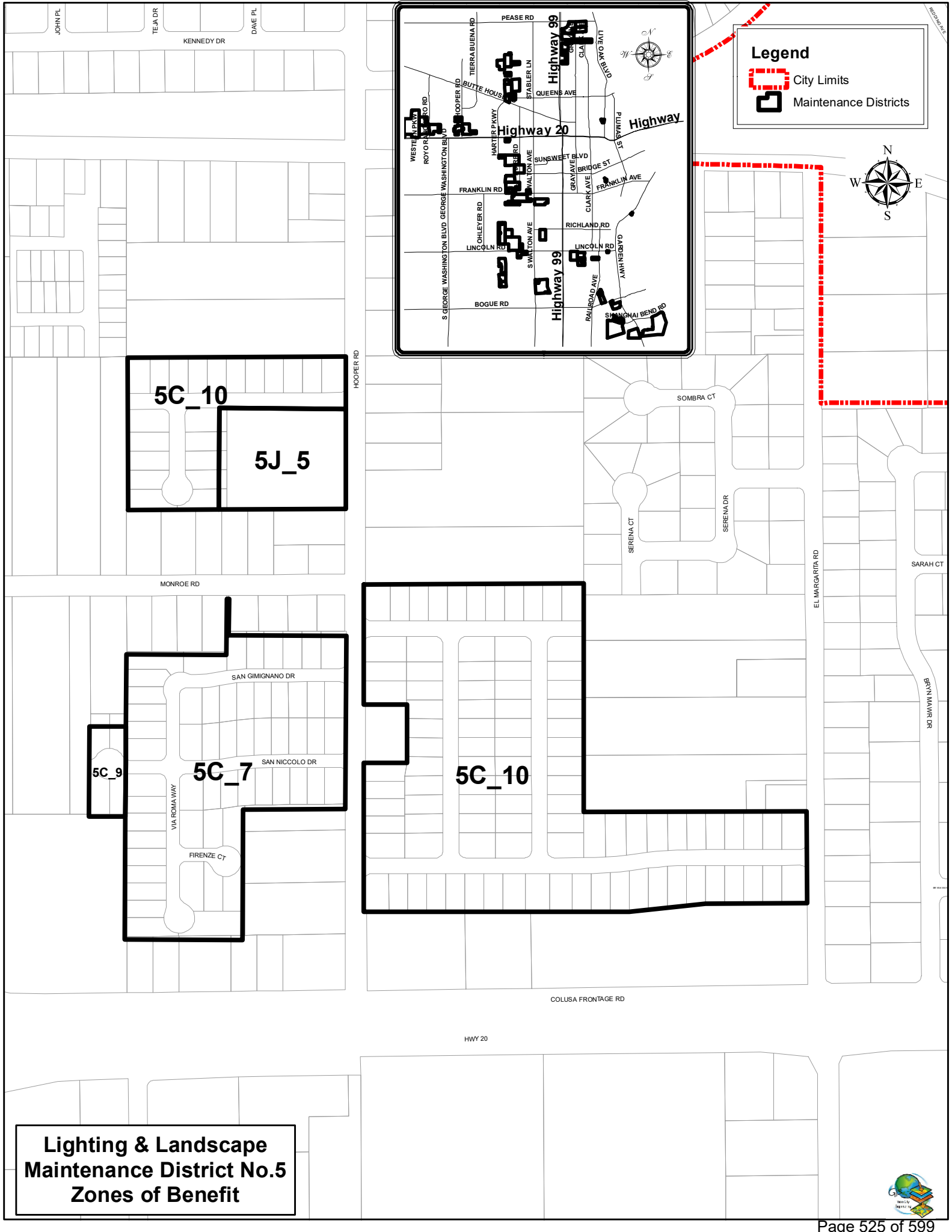
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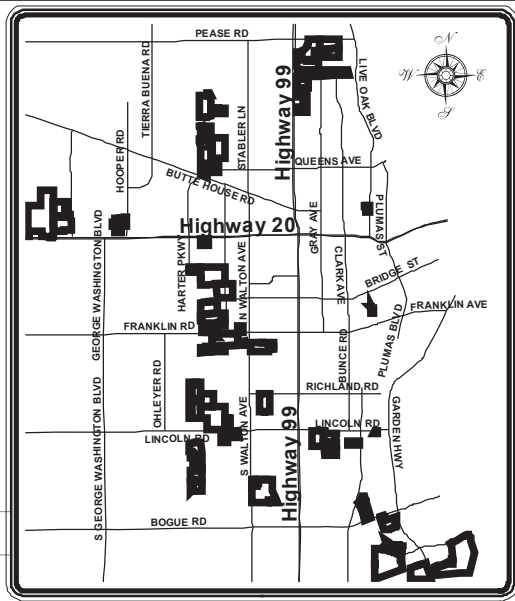
Exhibit A – District Maps

EXHIBIT A



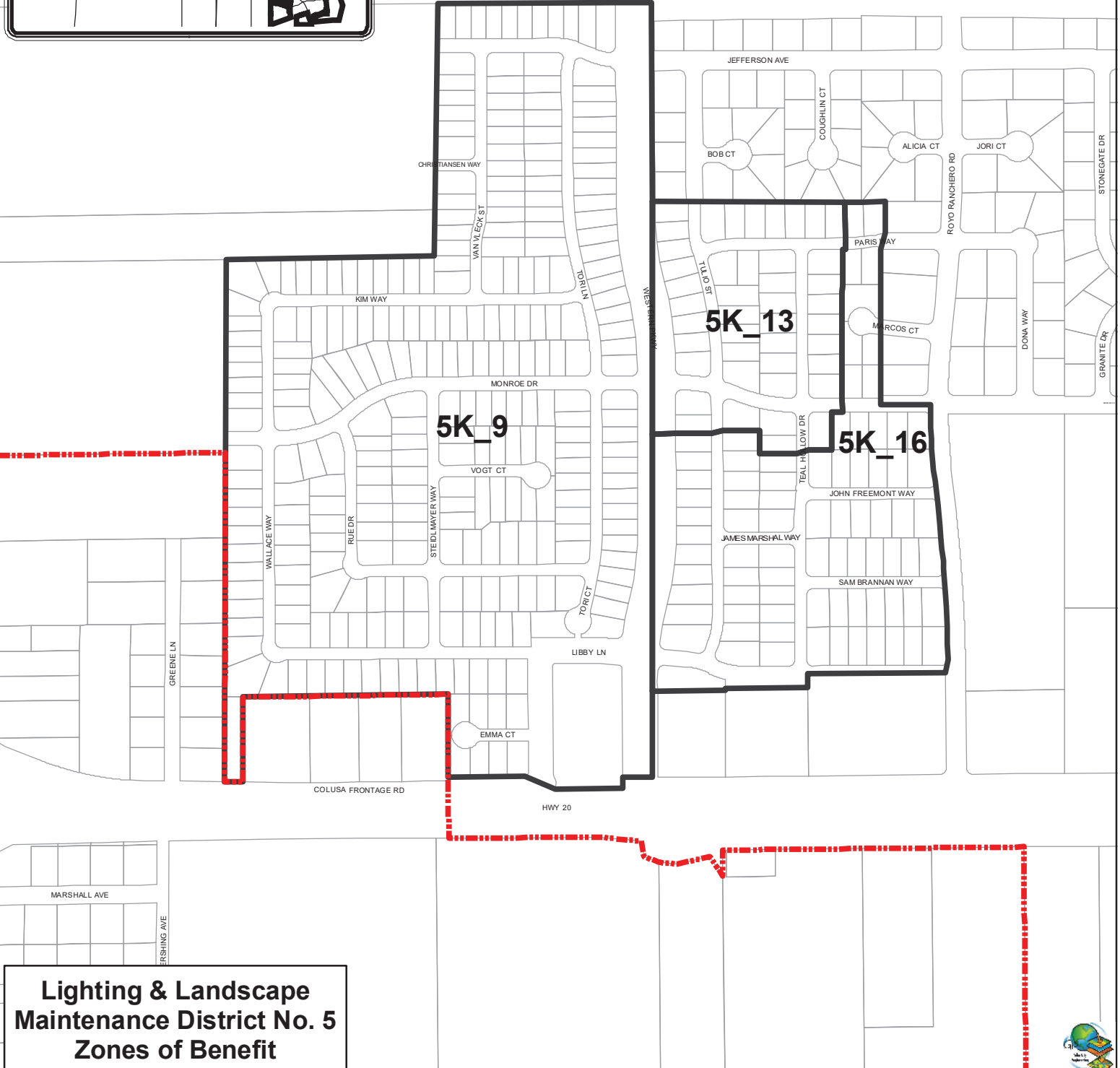
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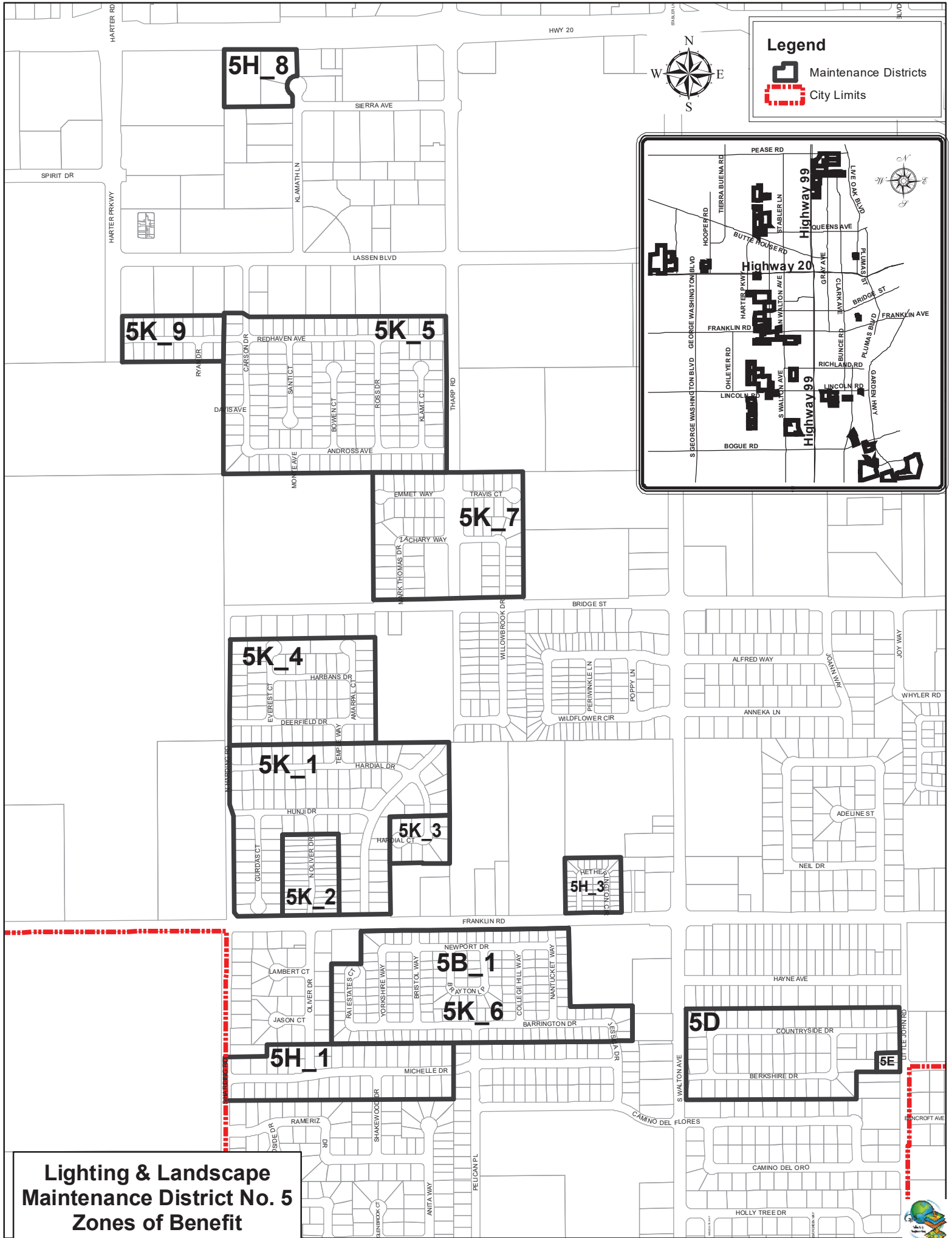


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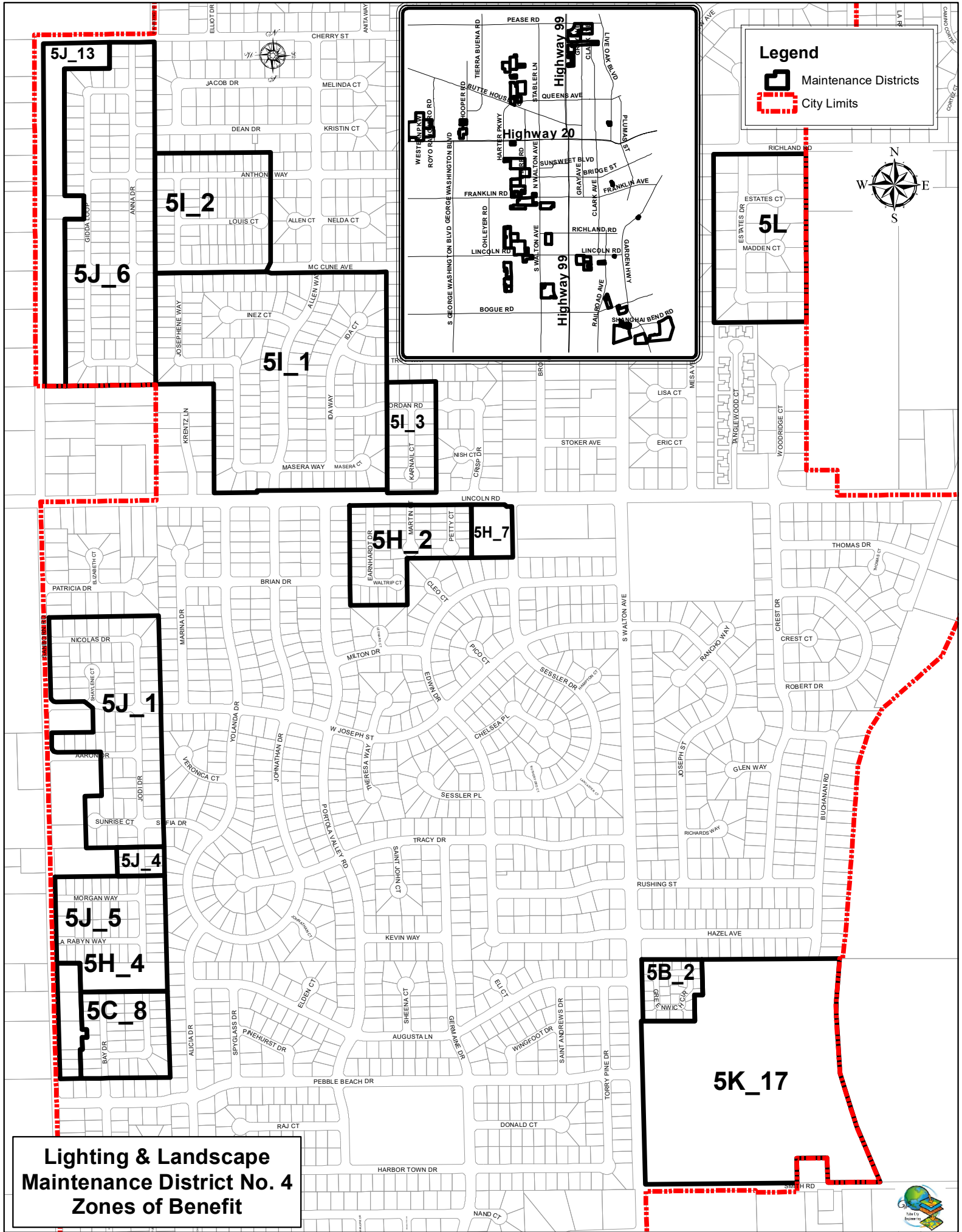
- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**



Lighting & Landscape
Maintenance District No. 5
Zones of Benefit

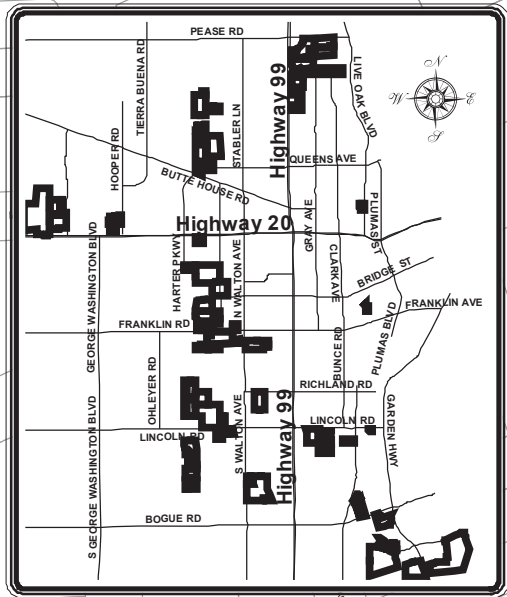


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- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 4
Zones of Benefit**

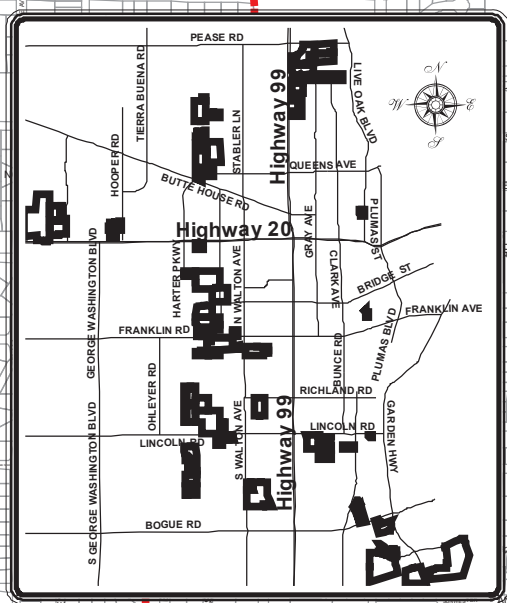


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- Maintenance Districts
- City Limits

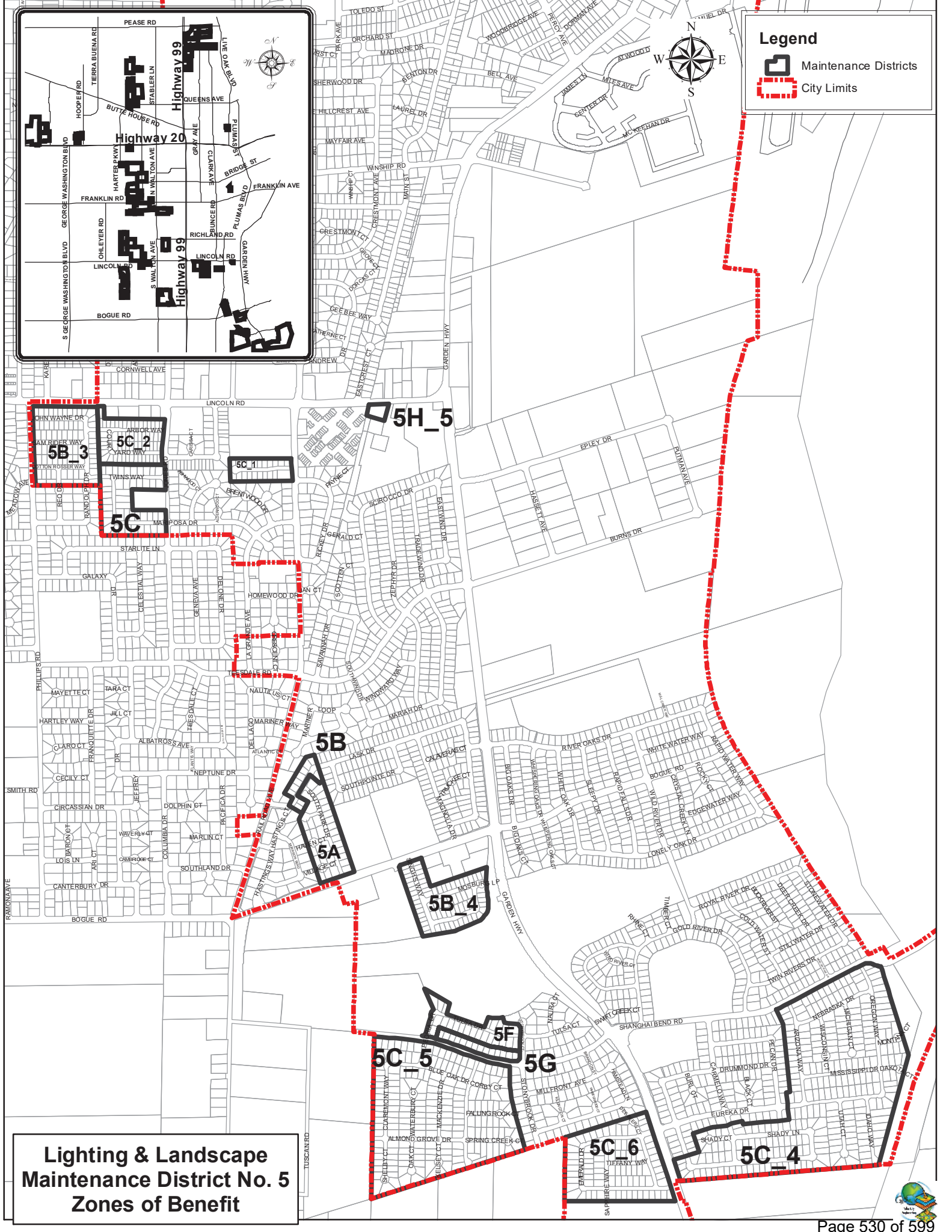


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**



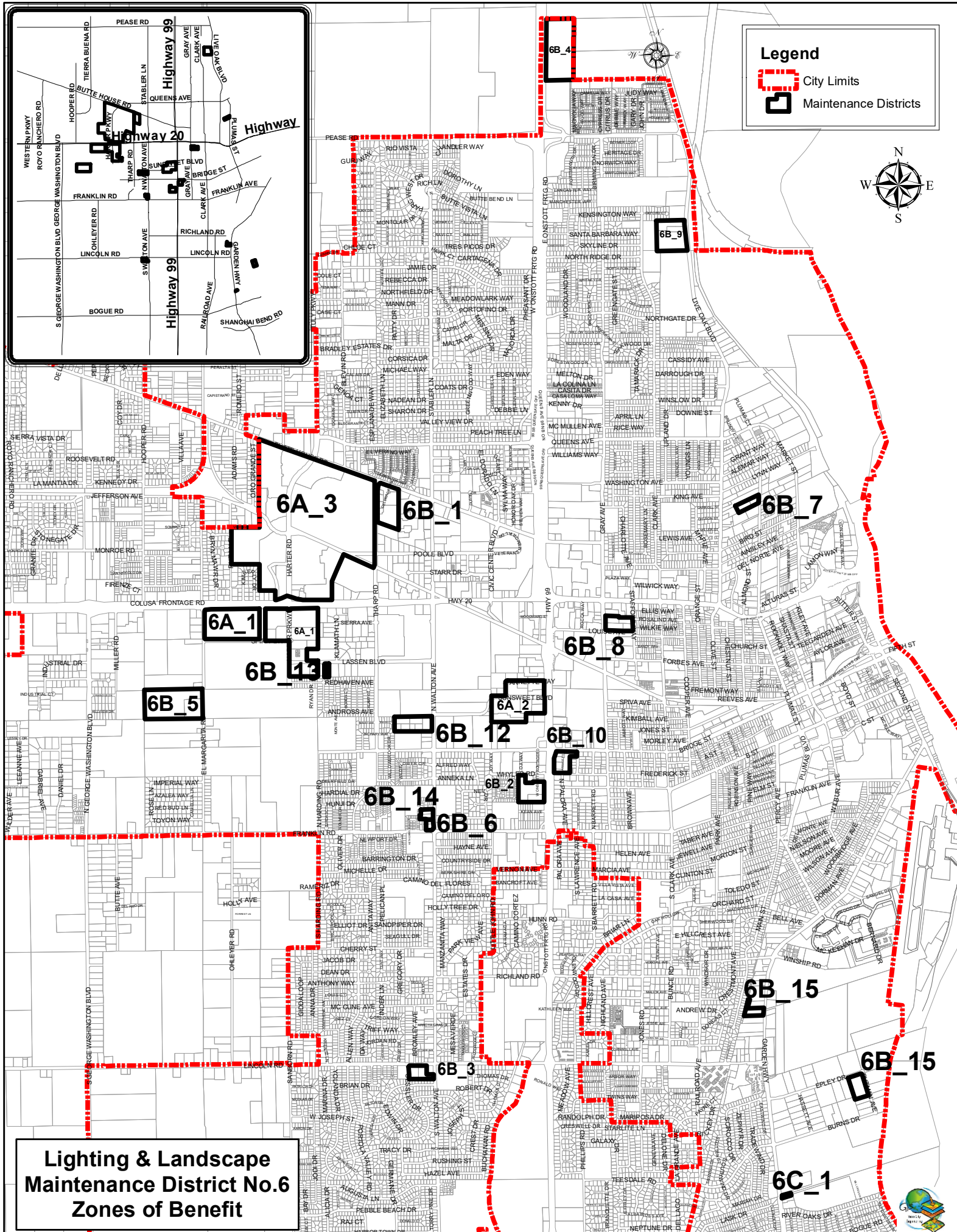
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- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**





ATTACHMENT 2

DISTRICT 5-6 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2024-25 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
5	A	\$257.70	\$42.96	\$257.71
	B	\$86.50	\$10.45	\$86.51
	C_1-9	\$162.16	(\$19.00)	\$186.77
	C_10	\$101.31	(\$16.04)	\$120.98
	D	\$145.16	\$0.00	\$256.47
	E	\$103.00	\$0.26	\$105.92
	F	\$117.38	\$0.00	\$208.39
	G	\$65.16	\$1.98	\$65.16
	H_1-8	\$41.86	\$1.26	\$41.87
	H_9	\$92.38	\$2.78	\$92.39
	I	\$77.10	\$0.00	\$87.79
	J	\$146.20	\$0.00	\$235.22
	K 1-17	\$274.78	\$45.06	\$332.80
	K_18	\$363.02	\$122.22	\$439.10
	L	\$155.12	\$4.66	\$155.12
6	A_1	\$358.72	\$10.82	\$358.73
	A_2	\$358.72	\$10.83	\$358.73
	A_3	\$358.72	\$10.84	\$358.73
	B_1	\$576.80	\$45.74	\$576.81
	B_2	\$530.00	\$42.06	\$530.00
	B_3	\$364.60	\$28.92	\$364.60
	B_4	\$1,924.24	\$152.60	\$1,924.25
	B_5	\$0.00	\$0.00	\$549.79
	B_6	\$106.00	\$8.40	\$106.01
	B_7	\$106.00	\$8.40	\$106.01
	B_8	\$242.38	\$19.22	\$242.39
	B_9	\$479.88	\$38.06	\$479.88
	B_10	\$158.66	\$12.58	\$158.67
	B_12	\$182.86	\$14.50	\$182.87
	B_13	\$166.06	\$13.16	\$166.07
	B_14	\$187.62	\$14.88	\$187.63
	B_15	\$62.54	\$4.96	\$62.54
	C_1	\$587.62	\$57.12	\$587.63

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Residential Street Light Maintenance Districts - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Fiscal Impact: Receipt of assessments and expenditures of funds associated with residential street light maintenance districts throughout the City.

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for Fiscal Year 2024-25 within the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Residential Street Light Maintenance Districts (RSLMDs) addresses the City Council's Strategic Goal of maintaining infrastructure, as the levy of the RSLMDs will ensure that street lighting remains operational.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area. The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City.

Analysis:

The Engineer's Annual Levy Reports (Reports) have been prepared and are on file in the City Clerk's Office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel.

Fiscal Impact:

Annual levies will remain unchanged for both Districts. The proposed levy amounts for each District are shown in Attachment 2.

The projected revenue, expenditures, and cash balance for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/2025
Tierra Buena Area	\$25,011.56	\$31,454.17	\$106,453.59
Walton Area	\$81,677.48	\$89,203.47	(\$38,563.90)

Operating costs for the Walton area have neared or exceeded the maximum levy for the district multiple times over the past ten years. Additionally, operating costs for Walton have increased while operating costs for Tierra Buena have decreased after FY 2015-16. The City believes that there is an error within PG&E's billing system. The City previously performed an internal audit to determine the cause of the discrepancy, and were not able to find the cause. If desired, Council may direct City staff to perform another internal audit, inclusive of site visits, to determine the cause of the discrepancy and correct any billing issues moving forward.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2024-25, or cancel the Districts and find alternative funding sources to operate the streetlights.
2. Council may direct City staff to follow legal procedures in order to modify the Residential Street Light Maintenance Districts to include Cost of Living (COLA) provisions.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2024-25 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Attachments:

1. Attachment 1 - Resolution RSLMD Public Hearing
2. Exhibit A - District Maps RSLMDs
3. Attachment 2 - Proposed Assessments - RSLMDs

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2024-25 WITHIN YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE
DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL STREET LIGHT
MAINTENANCE DISTRICT (TIERRA BUENA AREA) PURSUANT TO THE BENEFIT
ASSESSMENT ACT OF 1982**

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the City Council in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto for each of the Districts in accordance with the provisions of the California Constitution Article XIID and Proposition 218; and

WHEREAS, pursuant to the Act, after the first year's levy of assessments, the City Council may annually thereafter determine the cost of the services to be financed by the assessments and by ordinance or resolution determine and impose the assessments as approved by the property owners in conjunction with formation of the Districts; and

WHEREAS, the Council directed and authorized the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the "Engineer's Report") with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll; and

WHEREAS, the Engineer's Reports outlining the proposed expenses and annual assessments for the Districts have been prepared and presented to the City Council for review and filed with the City Clerk; and

WHEREAS, the City Council now desires to impose the annual assessment for each District at an amount not to exceed the maximum amount previously approved by the voters; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on July 2, 2024 at 6:00 p.m., in the City Hall council chambers to consider the proposed annual levy of assessments for each of the Districts; and,

WHEREAS, on July 2, 2024, all interested persons were afforded the opportunity to comment in protest or support of the assessments; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report, which serves as the budget report, as presented and is satisfied that the assessments have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the Districts therein; and

WHEREAS, the City Council now desires to levy the annual assessment for Fiscal Year 2024-25 for the Districts.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2024 and ending June 30, 2025, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.
3. The boundaries of the Districts are generally located and depicted in "Exhibit A" attached hereto.
4. The proposed improvements are briefly described as follows: the operation of residential street lights.
5. The assessments to be levied and collected against the assessable lots and parcels of property within each District for Fiscal Year 2024-25 are proposed to remain the same as compared to the assessments levied and collected for Fiscal Year 2023-24.
6. The City Council has reviewed the Engineer's Report, which serves as the budget report, in connection with each of the Districts and the levy and collection of assessments proposed for Fiscal Year 2024-25. Based upon its review of the Budget Report, the City Council hereby finds and determines that:
 - a. The territory of land within each of the Districts will receive special benefits from the operation, maintenance and servicing of the street light system and the appurtenant improvements and facilities related thereto within that District; and,
 - b. The net amount to be assessed upon the lands within each of the Districts, in accordance with the proposed Engineer's Report (commencing July 1,

2024 and ending June 30, 2025) shall be apportioned by a formula and method which fairly distributes the net amount among the eligible parcels within that District in proportion to the special benefits to be received by each parcel from the improvements and services as defined in the original Engineer's Report first prepared and filed pursuant to Section 54716 of Act, and is satisfied that the assessments are levied without regard to property valuation.

7. The budget and assessments for each of the Districts for Fiscal Year 2024-25 as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.
8. The Council finds that the hearing on said annual levy of assessment for the Districts was held in accordance with law and all persons desiring to speak were heard.
9. The Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved for each District, and that the assessment of the total amount of the costs and the individual assessments thereof upon the several subdivisions of lane expenses, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby is finally approved and confirmed as the assessment to pay the costs. The assessment for Fiscal Year 2024-25 is proposed to remain the same as the previous year as described in the Engineer's Report.
10. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report for each District. As the levies are consistent with the amounts approved with the formation of each District and remain the same, the assessment is exempted from the requirements of Article XIII Section D of the California Constitution (Proposition 218).
11. The City Council hereby orders the Districts improvements as indicated in the Engineer's Report, to be made and authorizes and directs the City Clerk or designee to file the levy with the County Auditor/Controller for Fiscal Year 2024-25.
12. The County Auditor/Controller of Sutter shall enter on the County Tax Roll opposite each identified parcel of land the amount of the levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
13. The adoption of this Resolution constitutes the levy of the annual assessment for the fiscal year commencing July 1, 2024 and ending June 30, 2025 for the Districts.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of July, 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Ciara Wakefield, City Clerk Administrator

Shon Harris, Mayor

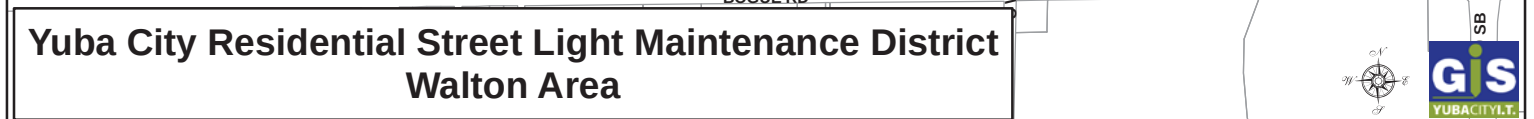
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

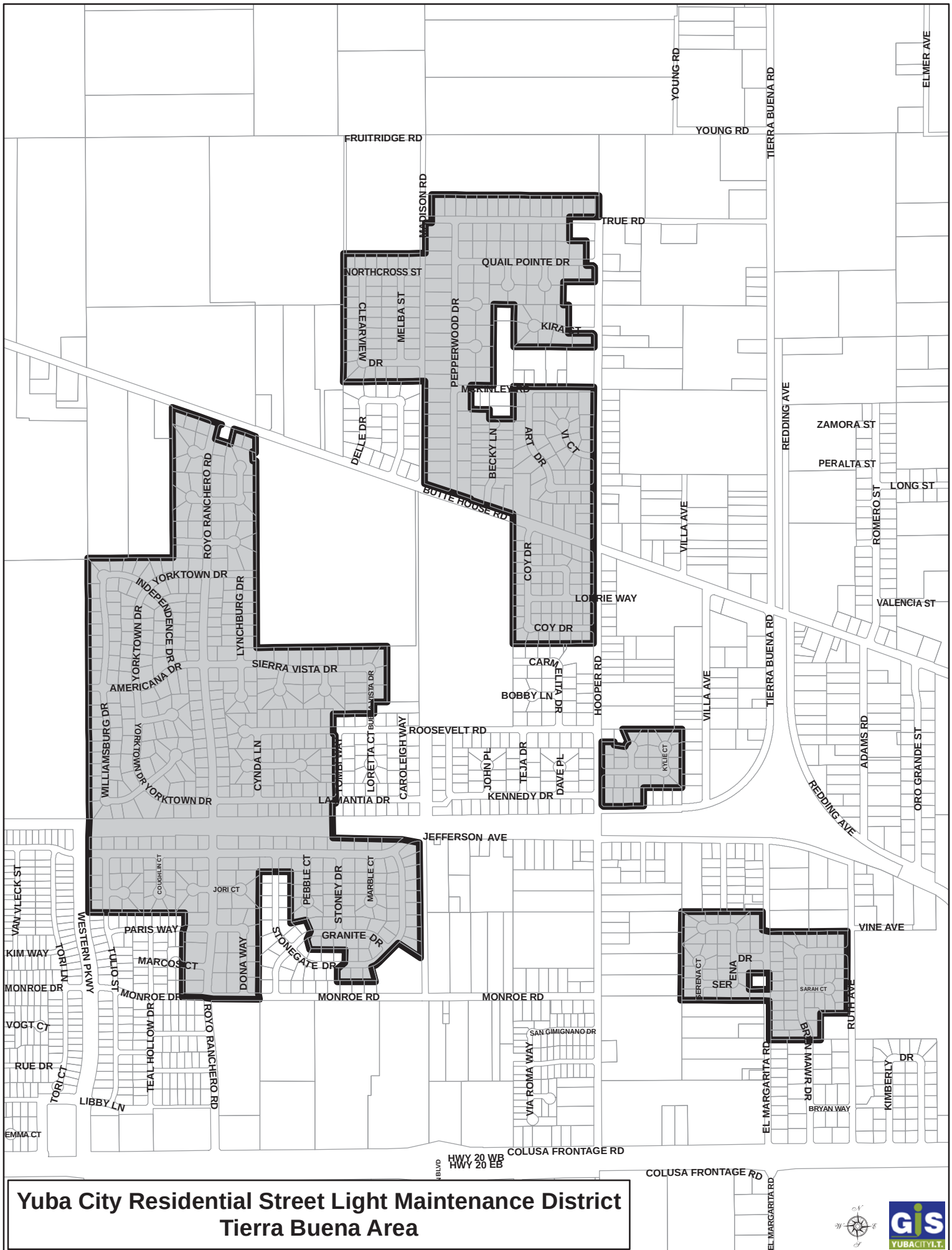
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Maps

EXHIBIT A





**Yuba City Residential Street Light Maintenance District
Tierra Buena Area**

ATTACHMENT 2

PROPOSED ASSESSMENTS**WALTON RESIDENTIAL STREET LIGHT DISTRICT**

Affected Subdivision	Proposed Assessment (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bogue Ranch	\$37.00	\$0.00	\$37.00
Bogue Ranch II	\$59.40	\$0.00	\$59.40
Cypress	\$41.74	\$0.00	\$41.74
Hampton Estates I	\$45.58	\$0.00	\$45.58
Hampton Estates II	\$41.80	\$0.00	\$41.80
Kushlia Village	\$62.00	\$0.00	\$62.00
Lincoln Park II	\$52.56	\$0.00	\$52.56
Lincoln Pointe	\$51.48	\$0.00	\$51.48
Lincoln Village I	\$61.44	\$0.00	\$61.44
Lincoln Village II	\$50.78	\$0.00	\$50.78
Meadowood I	\$73.12	\$0.00	\$73.12
Meadowood II	\$111.88	\$0.00	\$111.88
Orchard II	\$62.92	\$0.00	\$62.92
Orchard III	\$34.60	\$0.00	\$34.60
Ravenwood I	\$54.06	\$0.00	\$54.06
Ravenwood II	\$67.28	\$0.00	\$67.28
Ravenwood III	\$40.40	\$0.00	\$40.40
Sanborn Estates	\$63.58	\$0.00	\$63.58
Sandpiper I, II, III	\$46.32	\$0.00	\$46.32
Sun Valley II	\$51.48	\$0.00	\$51.48
Sunrise Village	\$58.56	\$0.00	\$58.56
W Ranch Meadowood	\$67.06	\$0.00	\$67.06
Walton Park Estates	\$38.00	\$0.00	\$38.00
Walton Ranch	\$60.06	\$0.00	\$60.06
Woodside Village II	\$67.56	\$0.00	\$67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit)	Change From Previous Year	Maximum Levy Allowed
Bryn Mawr Estates III	\$27.10	\$1.26	\$61.22
Bryn Mawr Estates IV	\$29.00	\$1.34	\$65.52
Buena Vista I	\$15.94	\$0.74	\$36.04
Buena Vista II	\$37.14	\$1.72	\$83.90
Butte Rancho	\$29.82	\$1.38	\$67.38
Butte View Estates	\$39.44	\$1.82	\$89.10
Country Aire	\$34.42	\$1.60	\$77.72
Kira Estates	\$35.44	\$1.64	\$80.08
Loma Vista	\$36.46	\$1.68	\$82.36
Quail Pointe Estates	\$39.62	\$1.84	\$89.50
Ranchero II & III	\$48.22	\$2.24	\$108.90
Ranchero IV & VI	\$21.50	\$1.00	\$48.54
Ranchero Estates I	\$28.52	\$1.32	\$64.46
Ranchero Estates V	\$26.58	\$1.22	\$60.06
Rancho De Royo I Ph I	\$55.98	\$2.60	\$126.44
Rancho De Royo II Ph II	\$29.02	\$1.34	\$65.56
Skyview Place	\$36.26	\$1.68	\$81.90
Stonegate Village Unit I	\$26.26	\$1.22	\$59.32
Stonegate Village Unit II	\$22.96	\$1.06	\$51.90
Stonegate Village Unit III	\$18.38	\$0.84	\$41.58
Suburban Acres	\$21.68	\$1.00	\$49.00
Tara Estates	\$22.52	\$1.04	\$50.86
Teja IV	\$31.74	\$1.46	\$71.72
Walnut Acres	\$23.14	\$1.06	\$52.32

CITY OF YUBA CITY
STAFF REPORT

Date: July 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Homekey 3.0 – Merriment Village Status Update
Recommendation: Discuss project status, receive current information from Habitat for Humanity Yuba/Sutter, and provide direction to staff regarding next steps
Fiscal Impact: \$24,632,331 grant award amount

Purpose:

To successfully partner with the State and Habitat for Humanity – Yuba/Sutter to construct the Merriment Village Phase 1 project.

Council's Strategic Goals:

This item specifically relates to City Council's goal of *Fiscal Responsibility*.

Background:

In March of 2023 the California Department of Housing and Community Development, (HCD), released the Notice of Funding Availability for Homekey 3.0 with approximately \$37,158,338 available for the Sacramento region.

On April 18, 2023, the City Council received a presentation from Habitat for Humanity – Yuba/Sutter, (Habitat), regarding their proposed 217-unit apartment complex titled Merriment Village Apartments, located on 7.5 acres at 428 North Walton Avenue. The estimated project cost being approximately \$75 million. Habitat for Humanity proposed to split the project into multiple phases, with Phase 1 including a 4-story, 79-unit building to apply for Homekey program funding.

On May 2, 2023, the City Council adopted Resolution No. 23-056 authorizing a joint application with Habitat for Humanity to apply for Homekey 3.0 funds for Phase 1 and authorized the Mayor to submit a Funding Commitment letter for the City contributions. The application was submitted to HCD in May 2023. The joint application was approved and on June 13, 2024, the City received the Standard Agreement from HCD, awarding up to \$24,632,331 in Homekey funding.

The Agreement requires that it be executed within 30 days of receipt (July 12, 2024).

Analysis:

The Standard Agreement with HCD has very specific language regarding performing project requirements, while meeting very limited contract timelines. A breach or violation of the contract by Habitat could require the City to reimburse the grant funding in an amount up to \$24,632,331.

Habitat has been working diligently to meet grant requirements, finalize project entitlements, finalize building designs, establish a project management team, and bidding the project for construction to move the project forward as soon as possible. However, there are substantial issues to resolve, potentially jeopardizing project funding and putting the City in a very undesirable position, with a very short time period to resolve.

Funding Source

The Homekey agreement indicates that the project must be in compliance with federal environmental and contract procurement terms if federal funding is involved. HCD has stated that federal American Rescue Plan Act (ARPA) funds are a potential source of the grant funding. However, the application process did not have time built in to comply with these federal requirements, and HCD has not provided clear direction whether the grant funds provided will trigger these requirements.

Schedule

The Standard agreement establishes very short deadlines based on date of award, February 13, 2024. Staff has genuine concerns that a project can be built within the extended timeline, outlined below:

- February 13, 2025: All Acquisition, rehabilitation, and/or construction must be completed 12 months from the date of award letter
- October 13, 2024 or May 13, 2025: Capital expenditure must be completed within 8 months, October 13, 2024, or up to 15 months from the date of award if requesting an expenditure deadline extension, May 13, 2025
- May 13, 2025: Full occupancy must be achieved by 15 months from the date of award letter.

Funding

Habitat has indicated that there may be a funding gap between the grant funds programmed and construction bids received. Per the Standard Agreement, the City is ultimately responsible for delivering the project at whatever cost.

Staff recommends prior to executing the Standard Agreement with HCD, that Habitat coordinate with HCD to update the Standard Agreement to provide timelines that are achievable, provide proof that gap funding is available, enter into an agreement with the City, with security that project performance is to comply with Standard Agreement terms and conditions, indemnifying the City of potential funding needs/loss and liabilities.

Fiscal Impact:

Homekey grant funding for the project is \$24,632,331. An undetermined amount of funding is needed at this point in time to deliver a project that meets the terms of the Standard Agreement.

Alternatives:

As provided by the Council per the discussion and update from Habitat.

Recommendation:

Discuss project status, receive current information from Habitat for Humanity – Yuba/Sutter, and provide direction to staff regarding next steps.

Attachments:

1. Attachment 1 Homekey 3.0 Merriment Village 23-HK-18192 - Pending

Prepared By:
Shannon Sardo
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HK-18192

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Yuba City, and Habitat for Humanity Yuba/Sutter, Inc.

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Fifteen (15) years from Effective Date

3. The maximum amount of this Agreement is:

\$24,632,331.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	23
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	8
TOTAL NUMBER OF PAGES ATTACHED		44

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)

See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
	Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

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CONTRACTOR

City of Yuba City
a California Municipal Corporation

By: _____ Date: _____

Diana Langley
City Manager

Address: _____
1201 Civic Center Boulevard
Yuba City, CA 95993

Habitat for Humanity Yuba/Sutter, Inc.
a California nonprofit

By: _____ Date: _____

Joseph Hale
Chief Executive Officer

Address: _____
202 D Street
Marysville, CA 95901

Prep Date: 05/17/2024

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority**

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) (“**AB 140**”) added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program (“**MHP**”) (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program – Round 3 (“**Homekey**” or “**Program**”). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development (“**Department**” or “**HCD**”) to administer MHP.

The Department issued a Homekey Program Notice of Funding Availability, Round 3 on March 29, 2023 (the “**NOFA**”). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated March 30, 2022 and amended on May 5, 2022 (“**MHP Guidelines**”), both as amended and in effect from time to time. The NOFA, further, incorporates by reference, the Uniform Multifamily Regulations (UMRs) (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended, except to the extent that any UMR provision would be inconsistent with the provisions of the NOFA. Homekey grant funds are derived primarily from the state’s direct allocation of the federal Coronavirus State Fiscal Recovery Fund (“**CSFRF**”), which was established by the American Rescue Plan Act of 2021 (“**ARPA**”) (Pub.L. No. 117-2). Homekey funds are also derived from the State of California’s General Fund.

This STD 213, Standard Agreement (“**Agreement**”) is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the “**Grant**”). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the “**Program Requirements**”), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

Homekey Program – Round 3 (Homekey)

NOFA Date: 03/29/2023, as amended 11/15/2023

Project Name: Merriment Village Apartments

Approved Date: 11/21/2023

Prep. Date: 05/17/2024

Unique Entity Identifier(s): PBUJLH2KP9T9, LEK1XYNBNYL7

EXHIBIT A

- A. AB 140;
- B. The above-referenced MHP statutory scheme;
- C. The NOFA;
- D. The MHP Guidelines;
- E. The UMRs;
- F. ARPA and related federal guidance;
- G. The award letter issued by the Department to the Grantee; and
- H. All other applicable law.

2. **Purpose**

The Homekey Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases ("**Target Population**").

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. **Definitions**

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

- A. "**Affordability Covenant**" means the legally binding instrument which (i) is recorded in first position against Project real property in consideration for the Homekey Program award to the Grantee; (ii) imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; and (iii) incorporates the Homekey Program Requirements by reference. Upon

Homekey Program – Round 3 (Homekey)

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EXHIBIT A

its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Section 208 of the NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project. Interim Housing Projects, Permanent Housing Projects, and Permanent Housing Projects on tribal trust land shall be encumbered with 30-year, 55-year, and 50-year Affordability Covenants, respectively.

- B. **“AMI”** means Area Median Income.
- C. **“Application”** means the application for Grant funds that was submitted in response to the Department’s NOFA.
- D. **“Assistance Listing Number”** (ALN) formerly known as the Catalog of Federal Domestic Assistance (CFDA) Number, is a five-digit number assigned in the awarding document for all federal assistance award mechanisms.
- E. **“Assisted Unit”** means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also **“Youth Assisted Unit.”**
- F. **“Chronically Homeless”** is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.
- G. **“Co-Applicant”** means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).
- H. **“Date of Award”** means the date on the award letter issued from the Department to the Grantee.
- I. **“Designated Payee”** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.
- J. **“Eligible Applicant”** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.

Homekey Program – Round 3 (Homekey)

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- K. **“Eligible Uses”** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 below of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).
- L. **“Expenditure Deadline for Capital Funds”** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the Date of Award. or up to 15 months from the Date of Award if an expenditure deadline extension has been requested and approved by the Department.
- M. **“Expenditure Deadline for Operating Funds”** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.
- N. **“Grantee or Subrecipient”** means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an “Eligible Applicant,” as defined in the NOFA and as set forth above. **“Grantee”** refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a **“Co-Grantee.”** On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.
- O. **“Homeless Youth”** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.
- P. **“Homeless Youth Project”** means a Project that was prioritized to receive set-aside Homekey funds because **(i)** at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; **(ii)** the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and **(iii)** the Project will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Such Project may also have been prioritized because it is located within a one-mile radius of youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs,

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employment programs, childcare centers for parenting youth, and community centers for youth.

- Q. **“Interim Housing”** means any facility whose primary purpose is to provide a temporary shelter for the Target Population and which does not require occupants to sign leases or occupancy agreements.
- R. **“Local Public Entity”** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term **“Local Public Entity”** also includes two or more local public entities acting jointly.
- S. **“Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Grantee’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.
- T. **“Permanent Housing”** means housing, dwellings, or other living accommodations where the landlord does not limit the tenant’s length of tenancy, the landlord does not restrict the tenant’s movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.
- U. **“Program Requirements”** means the legal authority and Program materials listed at Paragraph 1.A – H, above.
- V. **“Project”** means a structure or set of structures with common financing, ownership, and management, which provides Permanent Housing or Interim

Homekey Program – Round 3 (Homekey)

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EXHIBIT A

Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.

- W. **“Public Entity”** is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and any other state entity, regional entity, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a **“Local Public Entity”** is defined in accordance with Health and Safety Code section 50079 and as set forth above.
- X. **“Scope of Work”** or **“Work”** means the work to be performed by the Grantee to accomplish the Program purpose.
- Y. **“Supportive Services”** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.
- Z. **“Target Population”** means individuals and families who are “homeless” or “at risk of homelessness,” as those terms are defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. The Target Population also includes Homeless Youth or Youth at Risk of homelessness. For Grantees utilizing HOME-ARP funding as match, the “Target Population” also includes individuals and families who are “Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking” and “Other Populations” as defined in HUD Community Planning and Development (CPD) Notice 21-10.
- AA. **“TCAC”** means the California Tax Credit Allocation Committee.
- BB. **“Tribal Entity”** means an entity that meets any of the following criteria:
 - 1) Meets the definition of Indian tribe under section 4103(13)(B) of title 25 of the United States Code;
 - 2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;

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EXHIBIT A

- 3) Is not a federally recognized tribe, but is either:
- a) Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or
 - b) Is an Indian tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.

CC. **“Unique Entity ID”** (UEI) is a 12-character alphanumeric ID assigned to an entity by www.Sam.gov.

DD. **“Youth Assisted Unit”** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also **“Assisted Unit.”**

EE. **“Youth at Risk of Homelessness”** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as “at risk of homelessness” or “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

4. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after March 3, 2021, by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee’s use of the funds and scope of work (**“Scope of Work”** or **“Work”**) are specified at Exhibit E of this Agreement.

- A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.
- B. Master leasing of properties for non-congregate housing.
- C. Conversion of units from nonresidential to residential.

Homekey Program – Round 3 (Homekey)

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EXHIBIT A

- D. New construction of dwelling units.
- E. The purchase of affordability covenants and restrictions for units.
- F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.
- G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. Rent Standards

- A. Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit's designated income-eligibility level.
- B. Interim Housing. No rent shall be charged to the Target Population residents of Interim Housing.

6. Program Deadlines

- A. Acquisition, rehabilitation, and/or construction shall be completed within 12 months of the Date of Award.
- B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.
- C. The Homekey-funded portion of the operating award must be disbursed by the Department by June 30, 2025. Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.
- D. Full occupancy shall be achieved within 15 months of the Date of Award.

7. Performance Milestones

- A. Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but

Homekey Program – Round 3 (Homekey)

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EXHIBIT A

not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

- B. The Department may, in its sole and absolute discretion, approve an extension of the acquisition, rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to the Department's satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances.
- C. In no event will the Department approve an extension request in the absence of Grantee's demonstration of good cause for said extension, along with Grantee's reasonable assurances that the extension will not result in Grantee's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request.
- D. The Department will not grant extensions of the Expenditure Deadline for Operating Funds.

8. Reporting Requirements

- A. Grantee shall submit an annual Homekey Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.
- B. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.
- C. Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.
- D. In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

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EXHIBIT A

9. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to Homekey3SGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey Program – Round 3 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);
- C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;
- D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;
- E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement which has been duly executed by the Grantee and approved by the Department;
- F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;

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- H. A current title report (dated within 15 days of the request for funds); or for tribal trust land, a title status report (“**TSR**”) or an attorney’s opinion regarding chain of title and current title status;
- I. A Draft Covenant or Regulatory Agreement must be submitted to the Department for review and approval;
- J. Any forms, certifications, or documentation required pursuant to Paragraph 1.F– Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and
- K. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

- A. After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of a Milestone Completion Date as allowed by the NOFA and this Agreement.
- B. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARTMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

- A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing or deposit the Grant funds in an interest-bearing checking or savings account that is insured by the Federal Deposit Insurance Corporation (“**FDIC**”). All interest earned from the deposit of Grant funds shall be used for eligible Program activities.

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- B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

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EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

Federal Grant Identification

\$435 million of grant funds are derived from U.S. Department of the Treasury FAIN SLFRP3211 (Coronavirus State and Local Fiscal Recovery Fund (CSFRF) established by the Federal American Rescue Plan Act of 2021 (ARPA) (Public Law 11702). CFDA # 21.027 dated 06/04/2021 and \$301 million from State General Fund.

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").
- B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Section 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").
- C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 1.F – Additional Conditions Precedent to Disbursement of Exhibit E.
- D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.
- E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty

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(30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause shall consist of Grantee's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

- A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.
- B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Grantee's violation of any of the Program Requirements.
- D. The Department's determination of the following:
 - 1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or
 - 2) Grantee has concealed any material fact from the Department related to the Application or the Project.
- E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

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3. **Cancellation**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.
- D. The Department may cancel this Agreement, in whole or in part, if **(i)** sufficient funds are not made available by the United States Government; **(ii)** Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or **(iii)** cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Grantee shall return any unexpended portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless **(i)** the parties have agreed upon an alternate arrangement in advance and in writing; or **(ii)** an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. **Eligible Activities**

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

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5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(5), article XXXIV, section 1 of the California Constitution ("**Article XXXIV**") is not applicable to Homekey-funded acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Byrd Anti-Lobbying Amendment

([31 U.S.C. 1352](#)) Grantees, Subrecipients, Co-Applicants, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Anti-Kickback Act of 1986

Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

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EXHIBIT D**10. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Contracting and Labor Standards**A. Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended)**

Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

B. Contract Work Hours and Safety Standards Act of 1962 ([40 U.S.C. 3701–3708](#))

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.
- E. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
- F. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

12. Domestic Preferences for Procurement [2 CFR Part 184 § 70915](#)

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:

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- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment 2 CFR 200.216

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of

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the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- D. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See also Public Law 115–232, section 889 for additional information.
- F. See also § 200.471.

14. Environmental Compliance

Grantee shall provide a Phase I Environmental Site Assessment (“**ESA**”) for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department’s approval if the Project involves rehabilitation or demolition of existing improvements.

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act ([42 U.S.C. 7401](#)–7671q.) and the Federal Water Pollution Control Act ([33 U.S.C. 1251](#)–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401](#)–7671q) and the Federal Water Pollution Control Act as

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- amended ([33 U.S.C. 1251](#)–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
 - D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Homekey-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
 - F. 2 CFR Part 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

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- manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See [§ 200.323](#).
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Insurance

- A. Grantee shall obtain the insurance coverages identified in the NOFA. Grantee

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shall maintain such insurance coverages for either the term of this Agreement or the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.

- B. If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

16. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

17. Relocation

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have

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Project Name: Merriment Village Apartments

Approved Date: 11/21/2023

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either:

- A. Department-approved relocation plan; or
- B. Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

18. One-for-One Replacement of Assisted Units

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 300 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

19. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

- A. Fee title.
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all Program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require both the lessee and the lessor to execute this Agreement.
- C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.
- D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the

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- Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

20. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

21. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

22. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the

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form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

23. **Property Management Plan**

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

24. **Supportive Services Plan**

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

25. **Nondiscrimination**

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

- A. Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as

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- implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;
- B. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order [11246](#), "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.";
- C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430). Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("**HUD**"). Grantee shall comply with all applicable state and federal fair housing laws;
- D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or

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financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); prohibiting age-based discrimination in federally funded activities.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

26. **Affirmative Fair Housing Marketing Plan and Fair Housing Compliance**

- A. Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).
- B. Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development (“HUD”). Grantee shall comply with all applicable state and federal fair housing laws.

27. **Grantee Acknowledgment of the Pet Friendly Housing Act of 2017**

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident’s dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal

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control, and animal anticruelty.

28. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

29. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

30. Tenant Selection

Referrals to Assisted Units shall be made through the local Coordinated Entry System (“**CES**”), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

31. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System (“**HDIS**”). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System (“**HMIS**”) and comparable data collection systems.

32. Affordability Covenant

- A. An Affordability Covenant shall be recorded against the Project real property in accordance with Section 208 of the NOFA and this Agreement. For Interim Housing Projects, the Department will prepare, and the Public Entity or Tribal Entity shall cause, a 30-year Affordability Covenant to be recorded against the Project real property.

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- B. For Interim Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 30-year Affordability Covenant to be recorded against the Project real property during the interim phase and upon conversion to permanent housing the public entity or tribal entity shall cause a 55-year affordability covenant.
- C. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare and cause a 55-year Affordability Covenant to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year Affordability Covenant shall be recorded against the Project real property.
- D. The Affordability Covenant shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.
- E. The Affordability Covenant shall include occupancy and rent restrictions that maintain the Project's accessibility to the Target Population over the full term of the Affordability Covenant.
- F. All Affordability Covenants are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

33. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

34. Retention, Inspection, and Audit of Records

- A. Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.
- B. The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and

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- any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.
- D. If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.
- E. If so directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

35. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with] the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

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36. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the Homekey program.
- B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

37. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

38. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

39. Litigation

Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

40. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the

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Department. All prior representations, statements, negotiations, and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

41. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified at Health and Safety Code section 50406, subdivision (p).

42. Waivers

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

43. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

- A. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Debarred contractors: It certifies that neither the Applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or

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voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the Homekey program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the Applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the Homekey program under the provisions of [24 CFR Part 24](#).

Single Audit Requirements: Grantee is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

44. Disputes

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

45. Consent

The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

46. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

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47. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

48. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

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EXHIBIT E**PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS****1. PROJECT-SPECIFIC PROVISIONS**

Project Name: Merriment Village Apartments

Address: 428 N. Walton Avenue, Yuba City, CA 95993

Assessor Parcel Numbers (APNs): 058-120-001-000

A. Permanent Housing – Award, Disbursement, and Eligible Use(s)

Grantee received Homekey Program award letter on February 13, 2024 (the “**Award Date**”). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of \$24,632,331.00 (the “**Award**”). The Payee of these funds is the City of Yuba City. Grantee will use the funds to provide Permanent Housing for the Target Population and subpopulations as specified in the unit mix chart included herein. Specifically, the Grantee will apply these funds towards the following eligible use(s):

- 1) New Construction of dwelling units to provide Permanent Housing for the Target Population.

The Homekey Award is comprised of:

<u>Total Award</u>	\$24,632,331.00
<u>Capital Award</u>	\$22,016,906.00
<u>Acquisition</u>	\$0.00
<u>Rehabilitation</u>	\$0.00
<u>Master Leasing</u>	\$0.00
<u>New Construction</u>	\$22,016,906.00
<u>Affordability Covenants</u>	\$0.00
<u>Relocation</u>	\$0.00
<u>Operating Award</u>	\$2,615,425.00

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EXHIBIT E**B. Unit Mix**

# of Bedrooms	Total Homekey Units	Homekey-funded Manager Units	Homekey-Assisted Units	AMI Income Limit	Target Population or Subpopulation Restriction
2-Bedroom	79	0	79	30%	Homeless
3-Bedroom	1	1	0	N/A	Manager Unit
Totals:	80	1	79		

Grantee must use referrals to the Homekey Assisted Units through the local Coordinated Entry System (CES) or comparable prioritization system based on greatest need. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implementation consistent with the requirements set forth in the Homekey NOFA.

C. Project Narrative

- 1) Merriment Village Apartments is the Phase 1 of a larger project that will create 80 newly construction units, with 79 two-bedroom units, and one (1) three-bedroom manager's unit. The Project will provide permanent supportive housing for households with incomes equal to or less than 30% of Area Median Income (AMI). Seventy-nine (79) units will exceed federal and state accessibility requirements for persons with mobility disabilities and will include features accessible to persons with hearing or vision disabilities. Each unit will include a refrigerator, microwave, basic cooking utensils, and storage for food and kitchenware, a bed, nightstand, a desk, or table, living space seating and storage units. Off-site amenities, located within two miles of the project include transportation stops, a medical clinic, a grocery store/supermarket, a pharmacy, and a public park.

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D. **Scope of Work**

1) **Construction and Rehabilitation Detail:**

Overall, the scope of work for phase one of the Merriment Village Project involves site preparation, infrastructure development, and construction of the 79 housing units.

- a) Prepare and clear the land for construction, conduct soil testing and prepare the site foundation, install temporary utilities to support construction activities
- b) Develop ground for community center and playground area, Construct roadways and sidewalks to connect the housing units to the community.
- c) Install drainage and irrigation systems
- d) Install plumbing, electrical, and HVAC systems in each unit.
- e) Install smoke detectors and fire suppression systems to ensure safety.

2) **Supportive Services and Staffing Detail:**

Grantee shall assure that the case manager ratio for this project will be maintained at 14.4 to 1 for Homelessness. Habitat for Humanity: Yuba/Sutter, Inc. will practice the Housing First model and will manage the property. Supportive Outreach Services (SOS) will lead the project's Supportive Services. On site services include Case management and Housing Navigation; Household management skills: managing costs,

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cooking, and shopping; One-on-one coaching in house cleaning; use of utilities, household appliances and plumbing conditions of a lease.

E. Grantee Contract Coordinator

Authorized Representative Name:	Diana Langley
Authorized Representative Title:	City Manager
Entity Name:	City of Yuba City
Address:	1201 Civic Center Boulevard, Yuba City, CA 95993
Telephone No.:	(530) 822-4602
E-Mail Address:	dlanglely@yubacity.net

Authorized Representative Name:	Joseph Hale
Authorized Representative Title:	CEO
Entity Name:	Habitat for Humanity Yuba/Sutter, Inc.
Address:	202 D Street, Marysville, CA 95901
Telephone No.:	(530) 742-2727, Ext 211
E-Mail Address:	jhale@yubasutterhabitat.org

F. Additional Conditions Precedent to Disbursement

None

Homekey Program – Round 3 (Homekey)

NOFA Date: 03/29/2023, as amended 11/15/2023

Project Name: Merriment Village Apartments

Approved Date: 11/21/2023

Prep. Date: 05/17/2024

Unique Entity Identifier(s): PBUJLH2KP9T9, LEK1XYNBNYL7

EXHIBIT E

G. Budget Detail

- 1) Grantee is obligated to cover the Project's development, operations, and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:
 - a) Homekey Award dated February 13, 2024, for a funding commitment of \$24,632,331.00 for new construction.
 - b) The Habitat for Humanity (HHYS) letter dated May 14, 2024, for a funding commitment of \$1,000,000.00 for in kind development materials.
 - c) The HHYS letter dated May 14, 2024, for a funding commitment of \$4,445,175.00 for project development in cash from ReStore.
 - d) The HHYS letter dated May 14, 2024, for a funding commitment of \$989,965.00 for in kind furnishings.
 - e) The City of Yuba City letter dated January 8, 2023, for a funding commitment of \$155,000 annually for project years one to three for a total of \$465,000.00 in Permanent Local Housing (PLHA) for construction and development.
 - f) The City of Yuba City letter dated January 8, 2023, for a funding commitment of \$1,787,922.00 for development.
- 2) Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-Homekey sources of rental or operating subsidies:
 - a) The HHYS letter dated May 14, 2024, for a funding commitment of \$183,333.33 annually for project years four to fifteen for a total amount of \$2,200,000.00 for in kind support services.
 - b) The HHYS letter dated May 14, 2024, from CalAIM partnership agreement for a funding commitment of \$1,478,011.00 in community support for project years four and five. HHYS also

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EXHIBIT E

commits \$9,289,712.00 in operating subsidy from vouchers & medical during project years four through fifteen.

- c) The City of Yuba City letter dated January 8, 2023, for a funding commitment of \$155,000.00 annually for project years four through fifteen for a total amount of \$1,860,000.00 in PLHA funds for operating subsidies.

H. Performance Milestones

Performance Milestones	Milestone Completion Date
Project escrow must be closed and Capital funds must be fully expended.	May 13, 2025 (This date includes a 7-month extension granted by the Department)
Homekey-funded operating funds must be fully expended.	June 30, 2026
All Acquisition, Construction and/or Rehabilitation of the Homekey Project must be completed.	February 13, 2025
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	May 13, 2025
A copy of Grantee's written nondiscrimination policy (in accordance with <u>Exhibit D</u> of this Agreement) must be submitted to the Department.	October 14, 2024

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Performance Milestones	Milestone Completion Date
A Department-approved Affordability Covenant must be recorded against the Project real property after the Departments approval to record, and as specified and described in the NOFA and this Agreement.	30 days from Standard Agreement execution *But not before Department approval
A copy of the Notice of Exemption from the California Environmental Quality Act (CEQA) filed with the Office of Planning and Research (OPR) as applicable.	October 14, 2024
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement.

2. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

A. Affordability Covenant

- 1) The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-year Affordability Covenant that **(a)** is recorded in first position against the Project for the benefit of the state, regional, local, or tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department.

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- 2) The Affordability Covenant must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the Affordability Covenant prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Affordability Covenant.
 - 3) Unless otherwise authorized by the prior and express written approval of the Department, the Affordability Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.
- B. Grantee has committed to serve specific sub-populations as per NOFA Section 304, Application Scoring Criteria (3)(a). Grantee shall ensure that at least 50 percent of the Project's Assisted Units are restricted to occupancy by households experiencing Homelessness.
- C. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as per NOFA Section 304, Application Scoring Criteria, (3)(c), for 100 percent of the Assisted Units.
- D. Grantee has committed to the following accessibility details for the Project, as per NOFA Section 304, Application Scoring Criteria, (3)(d), the Project will exceed the state and federal accessibility requirements set forth in the NOFA. At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities. At least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities.

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CITY OF YUBA CITY

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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City Council Reports

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment