



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, December 01, 2020, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

**Leticia Lopez, Mayor
Melissa Ybarra, Mayor Pro Tem
William Davis, Council Member
Carol Menke, Council Member
Diana Gonzales, Council Member**

SPECIAL REMOTE PROTOCOLS

In accordance with Governor Newsom's Executive Order N-29-20, this will be a teleconference meeting without a physical location to help stop the spread of COVID-19. This meeting will be conducted entirely by remote participation via Zoom Webinar.

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 995-5157-4757#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "December 1, 2020 City Council Meeting Public Comment Item #__." Comments received prior to 8 a.m., Tuesday, December 1, 2020, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

At this time the public is encouraged to address the City Council on any matter that is within the subject matter jurisdiction of the City Council. The public will also be given a chance to comment on matters which are on the posted agenda during City Council deliberation on those specific matters.

PRESENTATIONS

1. **Police Department**
[California Highway Patrol \(CHP\) "10851" Grand Theft Auto Recovery Award](#)
Recommendation:
This is a presentation only. No action required by City Council.
2. **Public Utilities**
[Increased Use of Ground Water](#)
Recommendation:
This is a presentation only. No action is required by City Council.
3. **Health and Environmental Control Department**
[Coronavirus \(COVID-19\) Vaccine Clinical Trial Update from University of Southern California \(USC\) Keck School of Medicine](#)
Recommendation:
This is a presentation only. No action required by City Council.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar by any member of the Council. Those items removed will be considered immediately after the Consent Calendar.

4. **City Clerk**
[Approval of the Minutes](#)
Recommendation:
Approve the November 17, 2020 Regular City Council meeting minutes.
[1. 20201117 City Council Minutes](#)
5. **City Clerk**
[Claims Against the City](#)
Recommendation:
Receive and file the claims submitted by Vernon Tire Inc., dba Commercial Tire Company, in the amount of \$18,000; and Jason Felix, in the amount of \$900.
[1. 20201119 Vernon Tire Inc. DBA Commercial Tire Company Claim](#)
[2. 20201123 Jason Felix Claim](#)
6. **Finance/Treasury**
[Operating Account Warrant Register](#)
Recommendation:
Approve Operating Account Warrant Register No. 57, for the period of November 1 through November 14, 2020, which totals \$4,931,288.20 and consists of ratification of electronic payments totaling \$4,714,541.49 and ratification of the issuance of early checks totaling \$216,746.71.
[1. Operating Account Warrant Register No. 57](#)

7. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the October 2020 Building Report.

[1. Public Works Department October 2020 Building Report](#)

8. Finance/Treasury

[Sale of Surplus Vernon Fire Apparatus and Equipment to Local Municipalities](#)

Recommendation:

A. Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with the City of Compton, in substantially the same form as submitted, for the sale of: 1. One (1) 2002 Seagrave Engine with assigned hose complement and equipment; 2. One (1) 1998 Spartan/LTI Truck 7576; and

B. Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with the City of Montebello, in substantially the same form as submitted, for the sale of: 1. One (1) 2009 Seagrave Engine 7576; 2. One (1) 2009 Seagrave Engine 779; 3. One (1) 2017 Hurst E-Draulic Cutter, spreader, ram, batteries, battery charger, chains, tips, and accessories; and 4. One (1) 2014 Hurst Quad Power Unit, cutter, spreader, ram, hoses w/quick couplers, chains, tips and accessories.

[1. Purchase and Sale Agreement with City of Compton](#)

[2. Purchase and Sale Agreement with City of Montebello](#)

9. City Administration

[Donation of Surplus Vernon Fire Apparatus to Local Fire Academies](#)

Recommendation:

A. Approve and authorize the City Administrator to execute the Deed of Gift and Donation Agreement and Release with Rio Hondo Fire Academy, in substantially the same form as submitted, for the donation of one (1) 2002 Seagrave Engine with assigned hose complement and equipment; and

B. Approve and authorize the City Administrator to execute the Deed of Gift and Donation Agreement and Release with Verdugo Fire Academy/Glendale Community College, in substantially the same form as submitted, for the donation of one (1) 1998 Seagrave Engine with assigned hose complement and equipment.

[1. Rio Hondo Deed of Gift & Donation Release](#)

[2. Verdugo Deed of Gift & Donation Release](#)

NEW BUSINESS

10. Human Resources

[Amendments to the Classification and Compensation Plan](#)

Recommendation:

A. Approve new job descriptions for the positions of Code Enforcement Officer and Utilities Program Analyst; and

B. Adopt Resolution No. 2020-42 amending Exhibit C of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 and as amended by Resolution Nos. 2020-28, 2020-29, and 2020-32 to add new classifications and associated salary ranges.

[1. Code Enforcement Officer Job Description](#)

[2. Utilities Program Analyst Job Description](#)

[3. Resolution No. 2020-42](#)

11. Finance/Treasury

[Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning \(ERP\) Software System, Hosting, Implementation, and Support \(Continued from November 17, 2020\)](#)

Recommendation:

Approve the Software as a Service Agreement with Tyler Technologies, Inc., in substantially the same form as submitted, for the purpose of an upgrade from the current Tyler ERP system (Eden) to a comprehensive ERP software system, which would include modules for Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS), with funds reserved for a project management consultant in an amount not-to-exceed \$3,439,726 for a three (3) year term.

[1. Software as a Service Agreement with Tyler Technologies, Inc.](#)

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

CLOSED SESSION

12. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

- A. Bicent (California) Malburg LLC et al. v. City of Vernon et al.,
Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No.
1100107175
- B. City of Vernon v. Bicent (California) Malburg LLC
Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference
No.1220062657

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City's website, not less than 72 hours prior to the meeting set forth on this agenda.

Dated this 25th day of November, 2020.

By:



Sandra Dolson, Administrative Secretary

Guide to City Council Proceedings

Meetings of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.1-1).

Copies of all agenda items and back-up materials are available for review in the City Clerk Department, Vernon City Hall, 4305 Santa Fe Avenue, Vernon, California, and are available for public inspection during regular business hours, Monday through Thursday, 7:00 a.m. to 5:30 p.m. Agenda reports may be reviewed on the City's website at www.cityofvernon.org or copies may be purchased for \$0.10 per page.

Disability-related services are available to enable persons with a disability to participate in this meeting, consistent with the Americans with Disabilities Act (ADA). In compliance with ADA, if you need special assistance, please contact the City Clerk department at CityClerk@ci.vernon.ca.us or (323) 583-8811 at least 48 hours prior to the meeting to assure arrangements can be made.

The **Public Comment** portion of the agenda is for members of the public to present items, which are not listed on the agenda but are within the subject matter jurisdiction of the City Council. The City Council cannot take action on any item that is not on the agenda but matters raised under Public Comment may be referred to staff or scheduled on a future agenda. Comments are limited to three minutes per speaker unless a different time limit is announced. Speaker slips are available at the entrance to the Council Chamber.

Public Hearings are legally noticed hearings. For hearings involving zoning matters, the applicant and appellant will be given 15 minutes to present their position to the City Council. Time may be set aside for rebuttal. All other testimony shall follow the rules as set for under Public Comment. If you challenge any City action in court, you may be limited to raising only those issues you or someone else raised during the public hearing, or in written correspondence delivered to the City Clerk at or prior to the public hearing.

Consent Calendar items may be approved by a single motion. If a Council Member or the public wishes to discuss an item, it may be removed from the calendar for individual consideration. Council Members may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the Consent Calendar. Items excluded from the Consent Calendar will be taken up following action on the Consent Calendar. Public speakers shall follow the guidelines as set forth under Public Comment.

New Business items are matters appearing before the Council for the first time for formal action. Those wishing to address the Council on New Business items shall follow the guidelines for Public Comment.

Closed Session allows the Council to discuss specific matters pursuant to the Brown Act, Government Code Section 54956.9. Based on the advice of the City Attorney, discussion of these matters in open session would prejudice the position of the City. Following Closed Session, the City Attorney will provide an oral report on any reportable matters discussed and actions taken. At the conclusion of Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it deems appropriate.

City Council Agenda Item Report

Agenda Item No. COV-379-2020

Submitted by: Robert Sousa

Submitting Department: Police Department

Meeting Date: December 1, 2020

SUBJECT

California Highway Patrol (CHP) "10851" Grand Theft Auto Recovery Award

Recommendation:

This is a presentation only. No action required by City Council.

Background:

The "10851" Grand Theft Auto Award is named after the California Vehicle Code section pertaining to motor vehicle theft. This award is sponsored in collaboration between the CHP and American Automobile Association (AAA) Insurance, and recognizes police officers throughout California who have been proactive in recovering stolen vehicles and apprehending criminals involved in auto theft.

The "10851" pin is awarded to uniform officers who during a 12-month period achieve any of the following criteria:

1. Make six separate auto theft recoveries cleared by arrests.
2. Recover twelve (12) stolen vehicles, of which a minimum of three (3) must be cleared by arrests.

Officer Patrick Cam, who is very proactive in auto theft investigations and has done a great job combating auto theft crimes in our community, has achieved this benchmark. Given the very specific requirements for such an award, very few officers ever achieve this type of recognition.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-425-2020
Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: December 1, 2020

SUBJECT

Increased Use of Ground Water

Recommendation:

This is a presentation only. No action is required by City Council.

Background:

The Water Division has significantly decreased the need to purchase imported water to meet demand. With Well No. 15 and 21 rehabilitated/repared and placed back into service, Vernon Public Utilities (VPU) now has enough pumping capacity to meet its water demand with groundwater. Historically, the Water Division has spent more than \$1,000,000 per year on imported water. Staff projects imported water expenses to be zero, or very minimal moving forward. As more Capital Improvement Plan (CIP) projects are completed and the system becomes more reliable and efficient, VPU may have the potential to sell water to neighboring agencies in the future.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-430-2020

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: December 1, 2020

SUBJECT

Coronavirus (COVID-19) Vaccine Clinical Trial Update from University of Southern California (USC) Keck School of Medicine

Recommendation:

This is a presentation only. No action required by City Council.

Background:

On September 1, 2020, City Council approved a Memorandum of Understanding (MOU) with USC Keck School of Medicine to partner in the pursuit to determine if an experimental vaccine known as AZD1222 would serve to protect against COVID-19. Since the formation of this partnership, efforts to establish two (2) stationary trailer locations in the City of Vernon to conduct the vaccine trials have been underway. Once ready, USC intends to enroll participants at the greatest risk of contracting COVID-19, such as those from the Latino and Black communities, those older than 65, and factory workers. It is anticipated that enrollment will begin in mid-December, with plans to be well ahead of the holiday season. USC Keck School of Medicine will provide a presentation to discuss the latest details and logistics of the COVID-19 clinical trials with City Council.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-371-2020
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: December 1, 2020

SUBJECT

Approval of the Minutes

Recommendation:

Approve the November 17, 2020 Regular City Council meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20201117 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 17, 2020
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Lopez called the meeting to order at 9:01 a.m.

FLAG SALUTE

Mayor Lopez led the Flag Salute.

ROLL CALL

PRESENT: Leticia Lopez, Mayor (via remote access)
Melissa Ybarra, Mayor Pro Tem (via remote access)
William Davis, Council Member (via remote access)
Carol Menke, Council Member (via remote access)
Diana Gonzales, Council Member (via remote access)

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Arnold Alvarez-Glasman, Interim City Attorney (via remote access)
Lisa Pope, City Clerk (via remote access)
Scott Williams, Finance Director (via remote access)
Abraham Alemu, Public Utilities General Manager (via remote access)
Fredrick Agyin, Health and Environmental Control Director
Michael Earl, Human Resources Director
Anthony Miranda, Police Chief
Dan Wall, Public Works Director

APPROVAL OF THE AGENDA

MOTION

Council Member Davis moved and Mayor Pro Tem Ybarra seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

Los Angeles County Fire Chief Pappas introduced herself and offered to be of assistance to the Council and community.

PRESENTATIONS

1. Presentation on Transition Plan for the Exide Facility

Recommendation: No action required by City Council. This is a presentation only.

Roberto Puga, P.G., Trustee, PathForward Consulting, Inc., presented a PowerPoint outlining the purpose of the trust, transition plan, decontamination and deconstruction and next steps.

In response to Council questions, Mr. Puga discussed the goal to leave the site in safe, controllable condition. He anticipated completion by the end of 2021. He stated the available funds would only permit addressing structures not subsurface contamination. He discussed the potential sale and assumption of liability; funds available; value of property and site clean-up cost estimate.

CONSENT CALENDAR

Council Member Menke pulled Item No. 9.

MOTION

Council Member Menke moved and Mayor Pro Tem Ybarra seconded a motion to approve the Consent Calendar, with the exception of Item No. 9. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

2. Approval of Minutes

Recommendation: Approve the November 3, 2020 Special and Regular City Council meeting minutes.

3. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 56, for the period of October 18 through October 31, 2020, which totals \$11,106,222.76 and consists of ratification of electronic payments totaling \$10,844,643.29, ratification of the issuance of early checks totaling \$261,579.47 and voided Check Nos. 606307, 606382 totaling \$100,000.00.

4. City Payroll Warrant Register

Recommendation: Approve City Payroll Warrant Register No. 773, for the period of October 1 through October 31, 2020, which totals \$3,092,832.24 and consists of ratification of direct deposits, checks and taxes totaling \$2,034,715.45 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,058,116.79 paid through operating bank account.

5. Fire Department Activity Report

Recommendation: Receive and file the August 2020 Report.

6. Police Department Activity Report

Recommendation: Receive and file the September 2020 Report.

7. 2019 Power Source Disclosure Program Annual Report and Power Content Label

Recommendation: A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2019 Power Source Disclosure Program Annual Report; and
B. Approve the 2019 Power Content Label and authorize its submission to the CEC.

8. Access, License and Reimbursement Agreement with the Water Replenishment District for Destruction of Well No. 5

Recommendation: A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, for the reason that any construction that occurs in the future, relying on this approval, would be subject to CEQA review at that time and the Water Replenishment District of Southern California (WRD) would be the lead agency, with oversight by the State Water Resources Control Board (SWRCB); and
B. Approve and authorize the City Administrator to execute an Access, License and Reimbursement Agreement with WRD, in substantially the same form as submitted, for the purpose of destroying Well No. 5, in an amount sufficient to fund twenty percent of the final costs of destroying Well No. 5 as well as an equal split (1/5) of shared costs included in the Well Destruction Program Project, currently estimated to be in the amount of \$43,000, for a term of twenty years.

The following item was pulled from the consent calendar for individual consideration:

9. Request to Extend Electric Consumption Hurdle Date from rPlanet Earth Los Angeles, LLC

Recommendation: Approve and authorize the City Administrator to grant the request from rPlanet Earth Los Angeles, LLC (Customer) to adjust the established Electric Consumption Hurdle date from January 1, 2021 to January 1, 2022 as a one-time-only exception.

Public Utilities General Manager Alemu explained the recommendation for a one-year extension and potential budget impacts.

MOTION

Council Member Menke moved and Mayor Pro Tem Ybarra seconded a motion to approve and authorize the City Administrator to grant the request from rPlanet Earth Los Angeles, LLC (Customer) to adjust the established Electric Consumption Hurdle date from January 1, 2021 to January 1, 2022 as a one-time-only exception. The question was called and the motion carried unanimously.

NEW BUSINESS

10. Services Agreement with BLX Group LLC for Financial Advisory Services (Continued from November 3, 2020)

Recommendation: Approve and authorize the City Administrator to execute a services agreement with BLX Group LLC for Financial Advisory Services, in substantially the same form as submitted, in an amount not to exceed \$600,000, for a three-year agreement effective November 3, 2020 for financial advisory services.

Finance Director Williams presented the staff report.

Council Member Gonzales expressed concern and suggested the Council review the other proposals.

Council Member Menke asked if BLX assisted in the creation of the note against the City's Tehachapi property. Jeff Higgins, BLX Group, stated the Council and City Administration made the decisions regarding the sale of the property and BLX only reviewed how the rating agencies would view the sale of the land. Craig Underwood, President of BLX, confirmed that BLX had no involvement in the Tehachapi property. He stated Erik Fresh was never an employee of BLX.

MOTION

Mayor Lopez moved and Mayor Pro Tem Ybarra seconded a motion to approve and authorize the City Administrator to execute a services agreement with BLX Group LLC for Financial Advisory Services, in substantially the same form as submitted, in an amount not to exceed \$600,000, for a three-year agreement effective November 3, 2020 for financial advisory services. The question was called and the motion carried 3-2, Council Member Menke and Council Member Gonzales dissenting.

- 11. Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning (ERP) Software System, Hosting, Implementation, and Support**
Recommendation: Approve the Software as a Service Agreement with Tyler Technologies, Inc., in substantially the same form as submitted, for the purpose of an upgrade from the current Tyler ERP system (Eden) to a comprehensive ERP software system, which would include modules for Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS), with funds reserved for a project management consultant in an amount not-to-exceed \$3,439,726 for a three (3) year term.

Finance Director Williams presented the staff report.

In response to Council questions, Finance Director Williams explained the cost for project management consulting; estimated two years for full deployment; and proposed funding sources. City Administrator Fandino suggested staff bring back a more refined project scope and specific budget allocations.

Mayor Lopez suggested seeking additional grant opportunities.

Mayor Pro Tem Ybarra requested options excluding use of reserves and spreading the cost over three years.

MOTION

Mayor Pro Tem Ybarra moved and Mayor Lopez seconded a motion to table the item and directed staff to bring back specific budget allocations, including options to spread the project over three years and/or not utilize reserves. The question was called and the motion carried unanimously.

12. Professional Services Agreement with Northwest Electrical Services, LLC to Perform Technical Design, Controls, Automation and Analytical Services

Recommendation: A. Find that award of the proposed agreement is in the best interests of the City and, therefore, exempt from the competitive selection process pursuant to Section 2.17.12 (B)(2) of the Vernon Municipal Code; and B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Northwest Electrical Services, LLC in substantially the same for as submitted, for a term of three years, effective November 17, 2020, in an amount not to exceed \$2,644,782, to provide technical design, controls, automation, construction and analytical services and equipment for the Public Utilities Department.

Public Utilities General Manager Alemu presented the staff report.

In response to Council questions, Public Utilities General Manager Alemu stated the City confirmed the materials costs were appropriate.

MOTION

Mayor Pro Tem Ybarra moved and Mayor Lopez seconded a motion to: A. Find that award of the proposed agreement is in the best interests of the City and, therefore, exempt from the competitive selection process pursuant to Section 2.17.12 (B)(2) of the Vernon Municipal Code; and B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Northwest Electrical Services, LLC in substantially the same form as submitted, for a term of three years, effective November 17, 2020, in an amount not to exceed \$2,644,782, to provide technical design, controls, automation, construction and analytical services and equipment for the Public Utilities Department. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino provided an update on recent Police, Fire and Public Utilities activities. He presented the recently completed renovations on the street island on Bandini Boulevard near the 710 Freeway. He announced the installation of the COVID vaccination trailers.

Health and Environmental Control Director Agyin reported that USC would be moving in within the next 2 weeks and the Council will be provided a tour. He discussed the status of the vaccine trails.

City Administrator Fandino reported on the Water Well 15 Rehabilitation Project completion; indicated digital signatures would be utilized; and announced Operation Santa on December 17, 2020.

Chief Miranda explained the virtual drive thru plans for Operation Santa.

City Administrator Fandino provided a reminder to protect personal property in vehicles. He announced the Vernon CommUNITY Grant Fund Committee meeting on November 18, 2020, at 10:00 a.m. and wished all a Happy Thanksgiving.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

Mayor Pro Tem Ybarra requested an update on the City's purchase versus providing its own water.

CLOSED SESSION

13. PUBLIC EMPLOYEE EVALUATION

Government Code Section 54957(b)(1)

Position: City Administrator

Deferred

ADJOURNMENT

Mayor Lopez adjourned the meeting at 10:40 a.m.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-422-2020

Submitted by: Sandra Dolson

Submitting Department: City Clerk

Meeting Date: December 1, 2020

SUBJECT

Claims Against the City

Recommendation:

Receive and file the claims submitted by Vernon Tire Inc., dba Commercial Tire Company, in the amount of \$18,000; and Jason Felix, in the amount of \$900.

Background:

On November 19, 2020 and November 23, 2020, respectively, the City received the following claims:

Name of Claimant - Amount Demanded

Vernon Tire Inc., DBA Commercial Tire Company - \$18,000

Jason Felix - \$900

Pursuant to Municipal Code Section 2.11-1, the above information is listed on the City Council agenda as soon after filing of the claim with the City as practical.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20201119 Vernon Tire Inc. DBA Commercial Tire Company Claim](#)
2. [20201123 Jason Felix Claim](#)

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP
CLAIM No. _____

COV CITY CLERK'S OFFICE
RECEIVED

NOV19'20 AM11:55:43

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Vernon Tire Inc. DBA Commercial Tire Company

Age of Claimant (If natural person)

NA

Home Address of Claimant

NA

City and State

Home Telephone Number

Business Address of Claimant

3366 Leonis Blvd., Vernon, CA 90058

City and State

Business Telephone Number

323-583-1561

Give address to which you desire notices or communications to be sent regarding this claim:

PO Box 58707

Vernon, CA 90058

How did DAMAGE or INJURY occur? Give full particulars.

Back pressure to our lateral sewer line casued damage to our plumbing.

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

We noticed the damage on Oct. 30, 2020. At around 1pm.

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

The damage was in the lateral sewer line branched off from the Alcoa line.

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

When the city jetted the Alcoa line to clear a blockage it forced debrey into our lateral line causing damage.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

Back pressure to our building caused damage to our sewer lines.

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

\$18,000.00

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

\$18,000.00

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received:

KBK Insurance Group, Inc.

policy# [REDACTED]

Expenditures made on account of accident or Injury: (Date - Item)

11/04/2020

(Amount)

18000.00

Name and address of Witnesses, Doctors and Hospitals:

Velocity Rooter & Plumbing Services - 323-386-3725

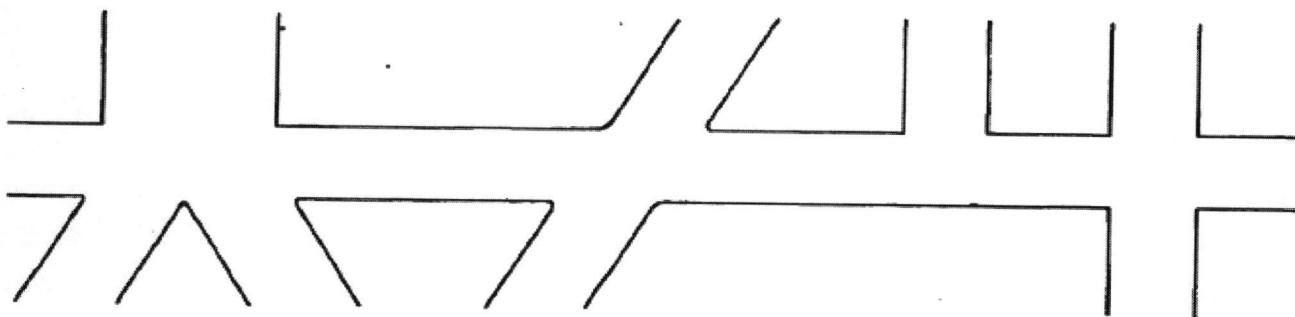
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

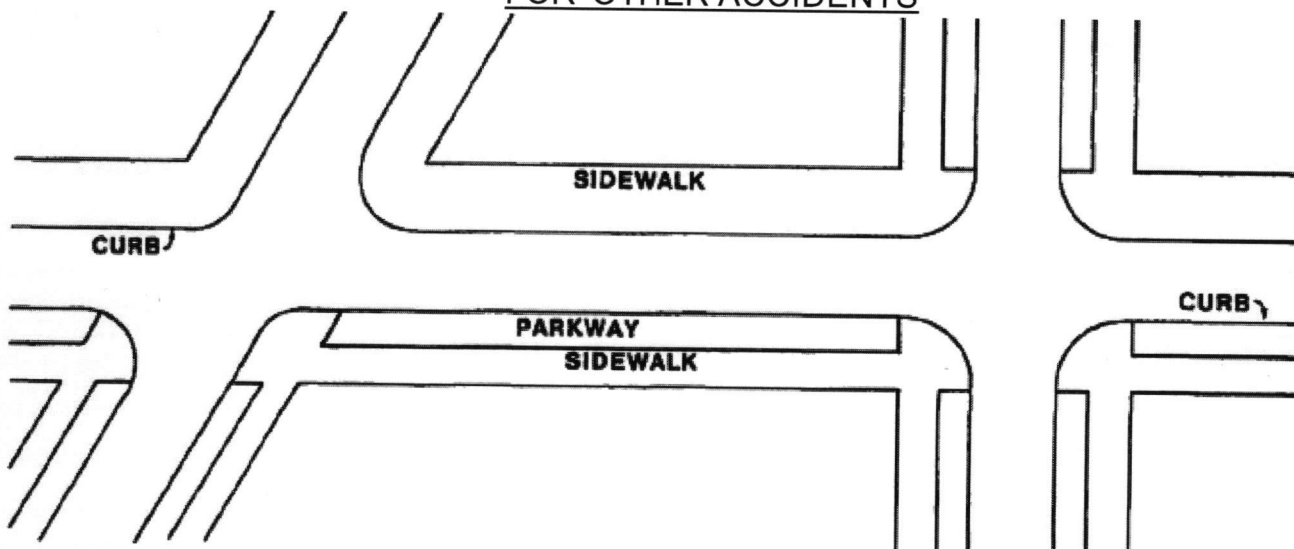
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of Impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.

Typed/Printed Name:

Jeffrey K Phillips

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

[REDACTED]

Date:

11/19/2020

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)

ERNON TIRE INC.

39949

VELOCITY ROOTER AND PLUMBING

11/4/2020

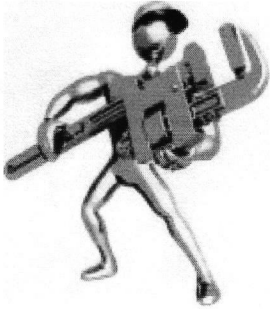
\$18,000.00

Check #: 39949

Account #:

Reference: 134

 Safeguard LITHO USA SPSL1 CK7S08111L



Velocity Rooter And Plumbing Services

466 N Ditman Ave Los Angeles, CA 90063 United States

(323) 386-3245

INVOICE

INV0106

DATE

Nov 18, 2020

BALANCE DUE

USD \$0.00

BILL TO

Jeff

DESCRIPTION	RATE	QTY	AMOUNT
After inspecting the line, we found multiple damaged sections. We had to excavate in 2 different areas to make the repairs. It appeared oil in the line caused the city the line to back up and then backpressured, clogged and damaged our main line. The repairs have been made because we had no service until the city line was fixed.	\$0.00	1	\$0.00
SUBTOTAL			\$0.00
TAX (0%)			\$0.00
TOTAL			\$0.00
BALANCE DUE			USD \$0.00

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. _____

COV CITY CLERK'S OFFICE
RECEIVED

NOV23'20 PM5:13:01

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Jason Felix

Age of Claimant (If natural person)

23

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

Give address to which you desire notices or communications to be sent regarding this claim:

Same as above

How did DAMAGE or INJURY occur? Give full particulars.

Driving down street, pothole in middle of lane.

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

9/19/20 at approx 9:30 am.

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

Bandini & Pennington Way. 5 ft from light.

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

Pothole that should not be there caused damage.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

2 Bent BMW 763M Rims & 1 damaged tire.

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

Each rim approx \$400, 1 tire \$100
total \$900

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

\$900

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received:

Yes, dedo higher than damage.

Expenditures made on account of accident or injury: (Date - Item)

(Amount)

None yet. Lost 1 full day of work.

Name and address of Witnesses, Doctors and Hospitals:

Photos taken.

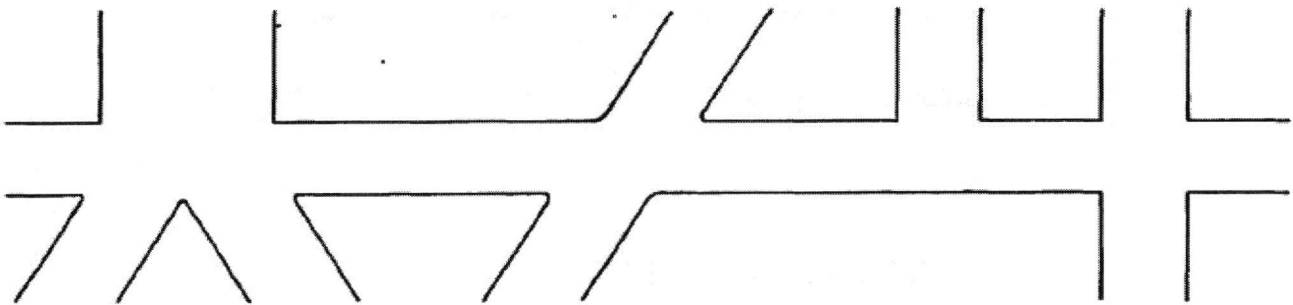
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

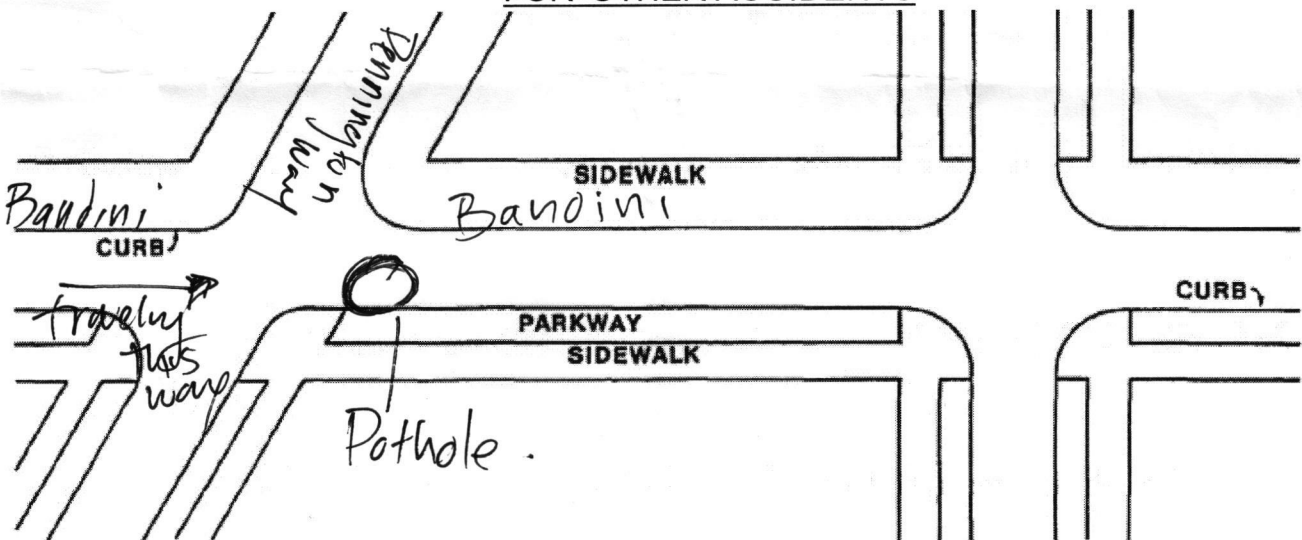
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B 1" and the point of Impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.

Typed/Printed Name:

Jason F.

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

Date:

9/29/20

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)

City Council Agenda Item Report

Agenda Item No. COV-423-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: December 1, 2020

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 57, for the period of November 1 through November 14, 2020, which totals \$4,931,288.20 and consists of ratification of electronic payments totaling \$4,714,541.49 and ratification of the issuance of early checks totaling \$216,746.71.

Background:

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Operating Account Warrant Register No. 57 covering claims and demands presented during the period of November 1 through November 14, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving Operating Account Warrant Register No. 57, totals \$4,931,288.20. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on Operating Account Warrant Register No. 57.

Attachments:

1. [Operating Account Warrant Register No. 57](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.



Scott Williams

Director of Finance / City Treasurer

Date: 11/23/2020

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 1.75	Recalculation Charges 10/20	202010273147257 997				
	055.9200.500150	\$ 15.71	Initial Charges 10/20	202010273147257 997				
	055.9200.500150	\$ -166.07	Recalculation Charges 01/18	202010273147258 072				
	055.9200.500150	\$ 15,266.02	Recalculation Charges 10/20	202010273147258 072				
	055.9200.500170	\$ 2,784.72	Recalculation Charges 10/20	202010273147258 072				
	055.9200.500190	\$ 325.25	Recalculation Charges 10/20	202010273147258 072				
	055.9200.500210	\$ 217.79	Recalculation Charges 10/20	202010273147258 072				
	055.9200.500151	\$ -6.85	Recalculation Charges 10/20	202010273147258 072				
	055.9200.500150	\$ 246,131.67	Initial Charges 10/20	202010273147258 072				
	055.9200.500190	\$ 513.56	Initial Charges 10/20	202010273147258 072				
	055.9200.500210	\$ 15,617.16	Initial Charges 10/20	202010273147258 072				
	055.9200.500151	\$ -5.42	Initial Charges 10/20	202010273147258 072				
	055.9200.500170	\$ -3,925.99	Initial Charges 10/20	202010273147258 072				
						11/02/2020	10444	\$ 276,769.30

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005630 - JASON LUCAS	011.1031.596500	\$ 31.57	Mental Health Decision Making	090220		11/03/2020	10445	\$ 31.57
006869 - LAURENE MASCOLA	011.1060.595200	\$ 3,150.00	Health Officer Services	V009		11/03/2020	10446	\$ 3,150.00
000016 - MOTOROLA SOLUTIONS CREDIT COMP	011.1031.850000	\$ 102,200.14	All-Band Portable Radios~	29250	011.0013585	11/03/2020	10447	\$ 102,200.14
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$ 841.76	Electronic Tagging~	158806	055.0002815	11/03/2020	10448	\$ 841.76
003782 - CARLOS OURIQUE	011.1031.596500	\$ 8.00	Mental Health Decision Making	090220		11/03/2020	10449	\$ 8.00
006746 - VERONICA PETROSYAN	011.1060.520000	\$ 42.75	Reimb. Car Wash for City Vehicles	101920		11/03/2020	10450	\$ 42.75
005433 - RUTAN & TUCKER, LLP	011.1024.593200	\$ 2,763.00	Re: Torres Arbitration	879480		11/03/2020	10451	\$ 2,763.00
001581 - THE GAS COMPANY	055.9200.550022	\$ 200,633.62	Reservation & Transmission Charges 09/20	101620		11/03/2020	10452	\$ 200,633.62
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 205,615.32	Groundwater Production & Assessment	102120		11/03/2020	10453	\$ 205,615.32

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006873 - ALL WEATHER INSULATED PANELS	020.1084.900000	\$ 2,026.75	2" DM40 Walls~	1905539	011.0014452			
	020.1084.900000	\$ 812.50	3.25" SR-2 Roof Panels~	1905539	011.0014452			
	020.1084.900000	\$ 1,500.00	Qty Set Up Fees~	1905539	011.0014452			
	020.1084.900000	\$ 521.81	Trims & Accessories~	1905539	011.0014452			
	020.1084.900000	\$ 695.00	Freight	1905539	011.0014452			
	020.1084.900000	\$ 319.30	Sales Tax 9.5%	1905539				
						11/03/2020	10454	\$ 5,875.36
002476 - SCHWEITZER ENGINEERING LABORAT	020.1084.900000	\$ 4,945.02	Equipment~	INV000513848	055.0002814			
	055.9100.900000	\$ 376.24	Equipment~	INV000520098	055.0002814			
	055.9100.900000	\$ 481.80	Equipment~	INV000520567	055.0002814			
						11/05/2020	10455	\$ 5,803.06
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 200,536.19	Potable & Recycled Water	VERSEP20		11/05/2020	10456	\$ 200,536.19
006857 - ELEMENT PAINTING & DECOR	011.1048.590000	\$ 4,200.00	Paint Complete Interior~	241				
	011.1048.590000	\$ 2,900.00	General Preparation of Interior	242				
						11/05/2020	10457	\$ 7,100.00
006736 - PR VERNON DISTRIBUTION CENTER,	011.1040.400900	\$ 48,990.02	Ref. 1st&2nd Parcel#6303002021~	012120		11/05/2020	10458	\$ 48,990.02

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1043.520000	\$ 2,151.84	Supplies	082420				
	011.1049.520000	\$ -108.38	Refund	082420(10)				
	011.1033.520000	\$ 60.54	Supplies	082420(11)				
	011.1023.596600	\$ 56.00	LA Times Subscription	082420(12)				
	011.1001.596500	\$ 274.00	Registration / C. Menke	082420(12)				
	055.8400.590000	\$ 26.26	Maintenance & Repairs	082420(13)				
	020.1084.520000	\$ 13.13	Supplies	082420(13)				
	055.8400.520000	\$ 36.89	Supplies	082420(13)				
	055.8000.596700	\$ 120.00	Training / B. Montoya	082420(13)				
	011.1043.520000	\$ 1,938.94	Cordless Rotary Hammer	082420(14)				
	011.1043.520000	\$ 830.75	Supplies	082420(14)				
	011.9019.520010	\$ 69.98	Adobe License	082420(15)				
	011.9019.520010	\$ 681.00	GoToMeeting & GoToWebinar	082420(15)				
	011.9019.520010	\$ 14.00	GoToMeeting Professional	082420(15)				
	011.9019.520010	\$ 916.63	Gsuite for VPU	082420(15)				
	011.9019.520010	\$ 54.74	Hard Drive for Server	082420(15)				
	011.9019.520010	\$ 7.27	HDMI Cable for Council Chambers	082420(15)				
	011.9019.520010	\$ 354.00	Helpdesk Software	082420(15)				
	011.9019.520010	\$ 310.03	IP PowerStrip	082420(15)				
	011.9019.520010	\$ 59.10	IT Equipment	082420(15)				
	011.9019.520010	\$ 45.67	Microsoft 365 Apps for Business	082420(15)				
	011.9019.520010	\$ 39.20	Microsoft 365 Business Basic	082420(15)				
	011.9019.520010	\$ 16.99	Adobe License	082420(15)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 165.00	OneDrive	082420(15)				
	011.9019.520010	\$ 380.82	Phone Cases	082420(15)				
	011.9019.520010	\$ 132.96	Phone Chargers	082420(15)				
	011.9019.590110	\$ 42.48	Phone Screen Protector	082420(15)				
	011.9019.520010	\$ 9.99	PM Helpdesk Software Feature	082420(15)				
	011.9019.520010	\$ 9.99	Power BI Pro for Office 365	082420(15)				
	011.9019.520010	\$ 30.00	Project Plan 3 for Office 365	082420(15)				
	011.9019.520010	\$ 38.31	RAM for Laptop	082420(15)				
	011.9019.520010	\$ 59.10	Toner	082420(15)				
	011.9019.520010	\$ 16.85	Wrist Rest	082420(15)				
	011.9019.520010	\$ 14.22	Amazon Prime Membership	082420(15)				
	011.9019.520010	\$ 15.00	Zendesk Approval Queue App	082420(15)				
	011.9019.520010	\$ 239.90	Zoom Subscription	082420(15)				
	011.9019.520010	\$ 10.00	Anturis Software for IT	082420(15)				
	011.9019.520010	\$ 9.99	Arlo Cameras Subscription	082420(15)				
	011.9019.520010	\$ 31.92	Bria VOIP App	082420(15)				
	011.9019.520010	\$ 38.85	Design Software for VPU	082420(15)				
	011.9019.520010	\$ 162.04	Fiber Converter	082420(15)				
	011.9019.520010	\$ 222.75	GoToAssist Software	082420(15)				
	011.1060.520000	\$ 561.04	Grammarly Subscription / Staff	082420(16)				
	011.1060.520000	\$ 100.00	Membership Dues	082420(16)				
	011.1046.520000	\$ 656.46	Pressure Washer	082420(17)				
	011.1046.590000	\$ 250.00	Repairs & Maintenance	082420(17)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1046.520000	\$ 27.12	Supplies	082420(17)				
	011.1004.596600	\$ 250.77	Books	082420(18)				
	011.1004.520000	\$ 5.49	Federal E-Filing	082420(18)				
	011.1043.520000	\$ 16.21	Face Mask	082420(19)				
	011.1043.520000	\$ 29.07	Supplies	082420(19)				
	011.1070.550000	\$ 379.51	Backpack Supplies for Vernon Resident	082420(2)				
	011.1070.550000	\$ 242.73	Backpacks for Vernon Resident Students	082420(2)				
	011.1070.550000	\$ 42.35	Vernon Chalkathon Supplies	082420(2)				
	011.1031.570000	\$ 627.79	All-Band Mobile Radio	082420(20)				
	011.1031.596500	\$ 426.00	Lodging / J. Chavez	082420(20)				
	011.1031.520000	\$ 652.16	Supplies	082420(20)				
	011.1031.596700	\$ 125.00	Training / P. Swinford	082420(20)				
	011.1031.596700	\$ 125.00	Training / T. Newton	082420(20)				
	011.1031.540000	\$ 98.53	Uniforms	082420(20)				
	011.1048.520000	\$ 148.57	Supplies	082420(21)				
	011.1049.520000	\$ 318.36	Supplies	082420(21)				
	011.1049.520000	\$ 163.42	Water Filter Replacement	082420(21)				
	055.8400.596200	\$ 690.00	Annual Filing Fee	082420(22)				
	055.8200.500230	\$ 8.00	Postage	082420(22)				
	055.9000.596700	\$ 425.00	Training	082420(22)				
	055.9100.540000	\$ 2,047.65	Water Uniforms	082420(22)				
	011.1003.596200	\$ 31.45	Meals / Meeting	082420(23)				
	011.1003.520000	\$ 171.07	Name Plates	082420(23)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1026.596900	\$ 115.46	Halloween Prize	082420(24)				
	011.1004.520000	\$ 127.11	Ink Cartridges for Cash Register	082420(25)				
	011.1046.520000	\$ 22.25	Postage	082420(26)				
	011.1046.520000	\$ 37.49	Supplies	082420(26)				
	011.1043.520000	\$ 873.60	Bottled Water	082420(27)				
	011.1049.520000	\$ 49.47	Bottled Water	082420(27)				
	011.1043.520000	\$ 1,776.04	Supplies	082420(27)				
	011.1049.520000	\$ 118.17	Supplies	082420(27)				
	011.1048.520000	\$ 98.12	Supplies	082420(28)				
	011.1049.520000	\$ 15.39	Supplies	082420(28)				
	011.1043.520000	\$ 511.92	Bottled Water	082420(29)				
	011.1043.520000	\$ 39.12	Supplies	082420(29)				
	011.1026.550000	\$ 50.00	Job Posting	082420(3)				
	011.1026.596900	\$ 500.00	NFL Kickoff Event	082420(3)				
	011.5031.560000	\$ 61.56	Cable Subscription	082420(30)				
	011.1031.520000	\$ 239.73	Supplies	082420(30)				
	020.1084.900000	\$ 2,449.34	SCADA / Electrical Upgrades	082420(31)				
	011.1060.596700	\$ 105.86	Meals / Intern Orientation	082420(32)				
	011.1060.520000	\$ 6.12	Notary Public Stamp	082420(32)				
	011.1046.520000	\$ 79.65	Supplies	082420(33)				
	011.199999	\$ 20.08	Reimbursed Charge	082420(34)				
	055.9000.596700	\$ 450.00	Training	082420(4)				
	055.9000.596700	\$ 2,385.00	Training / Staff	082420(4)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.9000.596550	\$ 155.32	Cable Subscription	082420(5)				
	020.1084.590000	\$ 871.42	Enduratone Coating	082420(6)				
	011.1033.520000	\$ 1,084.32	Supplies	082420(7)				
	011.9019.590110	\$ 109.99	Antivirus Subscription	082420(8)				
	011.1002.596500	\$ 105.98	Fuel for City Vehicle	082420(8)				
	011.1002.596500	\$ 497.53	Meals / Bicent Arbitration Hearing	082420(8)				
	011.1002.596500	\$ 237.00	Parking Charges	082420(8)				
	011.1041.596600	\$ 207.69	Books & Publications	082420(9)				
	011.1040.596550	\$ 305.00	Membership Dues	082420(9)				
	011.1040.596700	\$ 375.00	Training / J. Hooks	082420(9)				
	011.1043.596700	\$ 375.00	Training / M. Beltran	082420(9)				
						11/05/2020	10459	\$ 32,673.23
001441 - MORGAN, LEWIS & BOCKIUS, LLP	055.9200.595200	\$ 119,904.95	Re: Bicent PPA Outage	4549681				
						11/06/2020	10460	\$ 119,904.95

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1049.520000	\$ 294.00	Rear Camera	092220				
	011.1046.520000	\$ 918.43	Vehicle Diagnosis	092220				
	011.1002.596500	\$ 182.00	Meals / Meeting	092220(10)				
	020.1084.900000	\$ 210.95	Thermal Bubble Roll	092220(10)				
	020.1084.900000	\$ 140.63	Thermal Bubble Roll	092220(10)				
	011.1043.520000	\$ 100.00	Window Tint	092220(11)				
	011.9019.520010	\$ 292.38	10G Nics for COV DataCenter	092220(12)				
	011.9019.520010	\$ 249.54	Headsets for Meetings	092220(12)				
	011.9019.520010	\$ 354.00	Helpdesk Software	092220(12)				
	011.9019.520010	\$ 28.64	IT Equipment	092220(12)				
	011.9019.520010	\$ 130.00	Membership Dues	092220(12)				
	011.9019.520010	\$ 40.00	Microsoft 365 Apps for Business	092220(12)				
	011.9019.520010	\$ 36.00	Microsoft 365 Business Basic	092220(12)				
	011.9019.520010	\$ 165.00	OneDrive	092220(12)				
	011.9019.520010	\$ 105.12	Power Adapter	092220(12)				
	011.9019.520010	\$ 9.99	Power BI Pro for Office 365	092220(12)				
	011.9019.520010	\$ 121.50	Powered USB for Council Chamber	092220(12)				
	011.9019.520010	\$ 116.40	Adobe License	092220(12)				
	011.9019.590110	\$ 9.99	Preventative Maintenance Software	092220(12)				
	011.9019.520010	\$ 30.00	Project Plan 3 for Office 365	092220(12)				
	011.9019.520010	\$ 41.56	RF Repeater for Council Chamber	092220(12)				
	011.9019.520010	\$ 38.85	Software for VPU	092220(12)				
	011.9019.520010	\$ 398.11	WebCam for City Hall Users	092220(12)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 739.98	Wildcard Renewal	092220(12)				
	011.9019.520010	\$ 15.00	Zendesk Approval Queue App	092220(12)				
	011.9019.520010	\$ 239.90	Zoom Subscription	092220(12)				
	011.9019.520010	\$ 14.22	Amazon Prime Membership	092220(12)				
	011.9019.520010	\$ 10.00	Anturis Software for IT	092220(12)				
	011.9019.520010	\$ 9.99	Arlo Cameras Subscription	092220(12)				
	011.9019.520010	\$ 881.81	Chromebooks	092220(12)				
	011.9019.520010	\$ 148.50	GoToAssist Software	092220(12)				
	011.9019.520010	\$ 769.25	GoToMeeting Software	092220(12)				
	011.9019.520010	\$ 936.00	Gsuite for VPU	092220(12)				
	011.1024.596600	\$ 914.84	Subscription Renewal	092220(13)				
	011.1046.520000	\$ 525.58	Supplies	092220(14)				
	011.1004.596550	\$ 150.00	Membership Dues	092220(15)				
	011.1004.596600	\$ 69.95	LA Business Journal Subscription	092220(16)				
	011.1004.520000	\$ 1,510.00	USPS Annual Caller Service	092220(16)				
	011.1031.596500	\$ 437.61	Lodging / G. Martinez	092220(17)				
	011.1031.596500	\$ 396.00	Lodging / J. Chavez	092220(17)				
	011.1031.596550	\$ 440.00	Membership Dues / A. Miranda	092220(17)				
	011.1031.540000	\$ 24.26	Name Badges	092220(17)				
	011.1031.596700	\$ 800.03	Training / Staff	092220(17)				
	011.1031.540000	\$ 1,109.82	Uniforms	092220(17)				
	011.1031.520000	\$ 287.95	Unit Mic Parts	092220(17)				
	011.1049.520000	\$ 529.87	Supplies	092220(18)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.9000.520000	\$ 22.80	Postage	092220(19)				
	055.8100.520000	\$ 29.55	Supplies	092220(19)				
	055.9000.596700	\$ 110.00	Training	092220(19)				
	011.1002.596500	\$ 12.00	FasTrak Toll	092220(2)				
	011.1001.520000	\$ 50.38	Name Tag	092220(2)				
	011.199999	\$ 27.88	Reimbursed Charge	092220(20)				
	011.1026.596900	\$ 75.00	Gift Cards / Remote Interview Panel	092220(21)				
	011.1026.596900	\$ 259.16	Halloween Prize	092220(21)				
	011.1031.570000	\$ 60.00	Fuel for City Vehicle	092220(22)				
	011.1026.596900	\$ 18.96	Halloween Prize	092220(23)				
	011.1026.596900	\$ 1,784.89	NFL Kickoff Event	092220(24)				
	011.1033.590000	\$ 927.80	Calibration Services	092220(25)				
	020.1084.520000	\$ 49.56	Supplies	092220(26)				
	011.1046.520000	\$ 79.66	Supplies	092220(27)				
	011.1049.520000	\$ 296.89	Alcohol & Hand Defender	092220(28)				
	011.1043.520000	\$ 229.95	Face Shields	092220(28)				
	011.1049.520000	\$ 470.85	Hand Sanitizers	092220(28)				
	011.1043.520000	\$ 88.18	Hand Wash Station	092220(28)				
	011.1043.520000	\$ 87.46	Supplies	092220(28)				
	011.1049.520000	\$ 67.13	Supplies	092220(29)				
	011.1026.550000	\$ 815.00	Job Posting	092220(3)				
	011.1043.520000	\$ 261.96	Supplies	092220(30)				
	011.1049.520000	\$ 74.00	Supplies	092220(30)				

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005594 - US BANK CORPORATE	011.5031.560000	\$ 61.56	Cable Subscription	092220(31)				
	011.1031.520000	\$ 52.30	Supplies	092220(31)				
	020.1084.900000	\$ 2,616.86	SCADA / Electrical Upgrades	092220(32)				
	011.1026.596900	\$ 97.39	Halloween Prize	092220(33)				
	011.1060.596550	\$ 100.00	Membership Dues	092220(33)				
	011.1046.520000	\$ 66.00	Supplies	092220(34)				
	011.1033.520000	\$ 426.50	Helmet Shields	092220(35)				
	011.1033.596700	\$ 250.00	Conference Registration	092220(36)				
	020.1084.520000	\$ 437.68	Supplies	092220(4)				
	011.1031.570000	\$ 230.00	Window Tint	092220(5)				
	011.1033.520000	\$ 775.97	Supplies	092220(6)				
	011.1002.596500	\$ 50.00	Fuel for City Vehicle	092220(7)				
	011.1002.596500	\$ 4,478.47	Lodging / Bicent Arbitration Hearing	092220(7)				
	011.1002.596500	\$ 185.20	Meals / Bicent Arbitration Hearing	092220(7)				
	011.1002.596500	\$ 96.00	Parking Charges	092220(7)				
	011.1002.520000	\$ 31.66	Supplies	092220(7)				
	011.1041.596550	\$ 215.00	Membership Dues	092220(8)				
	011.1041.596700	\$ 725.00	Training / J. Moore	092220(8)				
	011.1041.596700	\$ 920.00	Training / W. Cruz	092220(8)				
	011.1023.596600	\$ 56.00	LA Times Subscription	092220(9)				
	011.1002.596500	\$ 55.81	Meals / Meeting	092220(9)				
						11/06/2020	10461	\$ 32,800.11

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -117.88	Recalculation Charges 04/19	202011033147317				
				363				
	055.9200.500170	\$ 1,550.04	Recalculation Charges 04/19	202011033147317				
				363				
	055.9200.500190	\$ 0.86	Recalculation Charges 04/19	202011033147317				
				363				
	055.9200.500150	\$ -46.09	Recalculation Charges 01/20	202011033147317				
				363				
	055.9200.500170	\$ -12,163.19	Recalculation Charges 01/20	202011033147317				
				363				
	055.9200.500190	\$ -36.32	Recalculation Charges 01/20	202011033147317				
				363				
	055.9200.500150	\$ 199,445.20	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500170	\$ 1,257,573.99	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500180	\$ 6,909.62	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500210	\$ 14,265.29	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500240	\$ 8,196.79	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500151	\$ -4.65	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500170	\$ -470.58	Initial Charges 10/20	202011033147317				
				363				
	055.9200.500190	\$ -4,022.90	Initial Charges 10/20	202011033147317				
				363				

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -34,562.79	Recalculation Charges 10/20	202011033147317 363				
	055.9200.500151	\$ -0.45	Recalculation Charges 10/20	202011033147317 363				
	055.9200.500190	\$ -537.14	Recalculation Charges 10/20	202011033147317 363				
	055.9200.500170	\$ 7,280.85	Recalculation Charges 10/20	202011033147317 363				
	055.9200.500210	\$ 165.23	Recalculation Charges 10/20	202011033147317 363				
	055.9200.500150	\$ 102,430.80	Initial Charges 11/20	202011033147317 363				
	055.9200.500151	\$ 0.07	Initial Charges 11/20	202011033147317 363				
	055.9200.500190	\$ 3,114.25	Initial Charges 11/20	202011033147317 363				
	055.9200.500210	\$ 1,189.21	Initial Charges 11/20	202011033147317 363				
	055.9200.500170	\$ -498.12	Initial Charges 11/20	202011033147317 363				
						11/09/2020	10462	\$ 1,549,662.09
001906 - WILLIAM DAVIS	011.1048.530015	\$ 768.83	Reimb. Possessory Interest Tax~	102920		11/10/2020	10463	\$ 768.83
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500150	\$ 80,766.25	Biomethane	RPS92020		11/10/2020	10464	\$ 80,766.25

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000267 - BROADBAND LLC	057.1057.500173	\$	4,139.00	Internet Access Services	BBUS00031528		11/10/2020	10465	\$ 4,139.00
001917 - CENTRAL BASIN WATER ASSOCIATION	020.1084.596550	\$	3,970.28	Producer Member Dues~	070120				
	020.1084.595200	\$	24,808.66	Title 22 Monitoring	6200005				
	020.1084.595200	\$	4,264.73	Title 22 Monitoring	9200004		11/10/2020	10466	\$ 33,043.67
006750 - GRANICUS	011.9019.520010	\$	308.11	DiscosureDocs Subscription	124642		11/10/2020	10467	\$ 308.11
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$	8,100.00	Professional Services~	OCT20		11/10/2020	10468	\$ 8,100.00
006198 - JRM	055.9000.596200	\$	12,168.00	Security Services~	4286				
	055.8100.596200	\$	66,572.00	Security Services~	4287		11/10/2020	10469	\$ 78,740.00
002169 - KONECRANES, INC	055.8400.590000	\$	672.50	Quarterly Inspection 09/20	154353294		11/10/2020	10470	\$ 672.50
001605 - LUZ MARTINEZ	011.1048.530015	\$	400.74	Reimb. Possessory Interest Tax~	110320		11/10/2020	10471	\$ 400.74
006869 - LAURENE MASCOLA	011.1060.595200	\$	2,100.00	Health Officer Services	V010		11/10/2020	10472	\$ 2,100.00

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001150 - MCMASTER-CARR SUPPLY COMPANY	011.1049.520000	\$ 569.94	Small Tools, Plumbing, Electrical &	47164036	011.0014461	11/10/2020	10473	\$ 569.94
006702 - SALLY SWANSON ARCHITECTS, INC	011.1043.595200	\$ 6,670.00	ADA Self Evaluation & Transition Plan	245712		11/10/2020	10474	\$ 6,670.00
001695 - VULCAN MATERIALS CO	056.5600.520000	\$ 414.62	Paving Materials~	72749170	056.0000611	11/10/2020	10475	\$ 414.62
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	527283		11/10/2020	10476	\$ 1,770.72
	011.1003.596200	\$ 1,395.72	Storage Services	527790				
004527 - WITTMAN ENTERPRISES, LLC	011.1033.596200	\$ 460.19	Billing Services 09/20	2009069		11/10/2020	10477	\$ 460.19

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005490 - CINTAS CORPORATION	056.5600.540000	\$ 52.63	Uniforms	4063127763				
	020.1084.540000	\$ 140.49	Uniforms	4063127763				
	055.8000.540000	\$ 39.03	Uniforms	4063127763				
	055.8100.540000	\$ 166.20	Uniforms	4063127763				
	020.1084.540000	\$ 140.50	Uniforms	4063846682				
	055.8000.540000	\$ 41.10	Uniforms	4063846682				
	055.8100.540000	\$ 229.12	Uniforms	4063846682				
	056.5600.540000	\$ 53.65	Uniforms	4063846682				
	020.1084.540000	\$ 140.50	Uniforms	4064507292				
	055.8000.540000	\$ 41.10	Uniforms	4064507292				
	055.8100.540000	\$ 169.20	Uniforms	4064507292				
	056.5600.540000	\$ 52.63	Uniforms	4064507292				
	020.1084.540000	\$ 140.49	Uniforms	4065139341				
	055.8000.540000	\$ 41.11	Uniforms	4065139341				
	055.8100.540000	\$ 155.71	Uniforms	4065139341				
	056.5600.540000	\$ 52.63	Uniforms	4065139341				
	020.1084.540000	\$ 140.49	Uniforms	4065818695				
	055.8000.540000	\$ 41.10	Uniforms	4065818695				
	055.8100.540000	\$ 151.38	Uniforms	4065818695				
	056.5600.540000	\$ 52.63	Uniforms	4065818695				
						11/12/2020	10478	\$ 2,041.69

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000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 5,392.63	Diesel Fuel	2204598	011.0014598			
	011.120030	\$ 6.79	Ca Enviro / Federal Oil Spill Tax	2204598	011.0014598			
	011.120030	\$ 14.63	AB32 Fee	2204598	011.0014598			
	011.120030	\$ 1,221.99	State Diesel Tax	2204598	011.0014598			
	011.120030	\$ 3.17	Lust Fee	2204598	011.0014598			
	011.120030	\$ 826.14	Clear Diesel Sales Tax	2204598				
	011.120030	\$ 7,128.69	Unleaded Fuel	2204599	011.0014598			
	011.120030	\$ 14.60	Ca Enviro / Federal Oil Spill Tax	2204599	011.0014598			
	011.120030	\$ 6.22	Ca. Childhood Lead Fee	2204599	011.0014598			
	011.120030	\$ 16.09	AB32 Fee	2204599	011.0014598			
	011.120030	\$ 2,094.24	State Gasoline Tax	2204599	011.0014598			
	011.120030	\$ 4.15	Lust Fee	2204599	011.0014598			
	011.120030	\$ 416.87	Fuel Sales Tax 4.50%	2204599				
						11/12/2020	10479	\$ 17,146.21
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 525,823.56	Electric Service Maintenance 10/20	200292				
	055.8300.590000	\$ 553,188.07	Electric Service Maintenance 10/20	200292				
	055.9100.900000	\$ 424,980.95	Bond Projects 10/20	200292				
	055.9100.900000	\$ 160,960.24	Bond Projects 09/20	200292				
						11/12/2020	10480	\$ 1,664,952.82

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001635 - EMPLOYMENT DEVELOPMENT DEPT	055.9100.502070	\$ 2,329.29	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1060.502070	\$ 645.98	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1024.502070	\$ 1,378.94	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1040.502070	\$ 6,056.15	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1031.502070	\$ 267.61	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1001.502070	\$ 230.34	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1060.502070	\$ 1,138.77	Unemployment Insurance Benefit Charge~	L1916485088				
	011.1026.502070	\$ 1,172.92	Unemployment Insurance Benefit Charge~	L1916485088				
						11/12/2020	10481	\$ 13,220.00
000249 - FEDEX	011.1026.520000	\$ 83.93	Period: 08/20	711393262				
	011.1024.510000	\$ 61.58	Period: 10/20	716635777				
						11/12/2020	10482	\$ 145.51
000059 - SO CAL EDISON	055.8100.560010	\$ 39.51	Period: 08/28/20 - 09/29/20	093020(2)				
	055.8100.560010	\$ 652.66	Period: 09/01/20 - 10/01/20	100220(2)				
	011.1043.560000	\$ 75.27	Period: 09/15/20 - 10/15/20	101620				
						11/12/2020	10483	\$ 767.44

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001581 - THE GAS COMPANY	011.1033.560000	\$ 44.52	Period: 09/04/20 - 10/07/20	100920				
	011.1033.560000	\$ 15.70	Period: 09/04/20 - 10/07/20	100920(2)				
	011.1033.560000	\$ 93.13	Period: 09/04/20 - 10/07/20	100920(3)				
	011.1048.560000	\$ 32.63	Period: 09/04/20 - 10/07/20	100920(4)				
	011.1049.560000	\$ 581.59	Period: 09/08/20 - 10/08/20	101220				
	011.1043.560000	\$ 290.80	Period: 09/08/20 - 10/08/20	101220				
	020.1084.560000	\$ 290.80	Period: 09/08/20 - 10/08/20	101220				
	011.1049.560000	\$ 573.18	Period: 09/08/20 - 10/08/20	101220(2)				
	056.5600.560000	\$ 20.43	Period: 09/08/20 - 10/08/20	101220(3)				
						11/12/2020	10484	\$ 1,942.78
TOTAL ELECTRONIC								\$ 4,714,541.49

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000005 - A THRONE CO, INC	011.1043.520000	\$ 122.43	Portable Restrooms	660513				
	011.1043.520000	\$ 111.33	Portable Restrooms	660857				
						11/03/2020	606430	\$ 233.76
005174 - ALL AMERICAN TROPHY & ENGRAVIN	011.1026.596900	\$ 891.33	2020 EE Recognition & Service Awards	111434				
						11/03/2020	606431	\$ 891.33
006943 - ALLISON PLACE SHIRT CORP.	011.1060.410240	\$ 197.50	Ref. Overpayment IN0023427	092920				
						11/03/2020	606432	\$ 197.50
006659 - ART SHEET METAL	020.1084.900000	\$ 850.00	Platform Cover~	194250	011.0014583			
	020.1084.900000	\$ 46.00	Plenum~	194250	011.0014583			
	020.1084.900000	\$ 85.12	Sales Tax 9.5%	194250				
	020.1084.900000	\$ 850.00	Platform Cover~	194294	011.0014582			
	020.1084.900000	\$ 80.75	Sales Tax 9.5%	194294				
	020.1084.900000	\$ 46.00	Plenum~	194295	011.0014581			
	020.1084.900000	\$ 4.37	Sales Tax 9.5%	194295				
						11/03/2020	606433	\$ 1,962.24
000294 - BACKFLOW APPARATUS & VALVE COM	011.1049.590000	\$ 640.00	Backflow Valve Inspection	957409				
						11/03/2020	606434	\$ 640.00

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004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 95.18	Vehicle Batteries~	5906528	011.0014428			
	011.1046.520000	\$ 164.49	Vehicle Batteries~	5910904	011.0014428			
	011.1046.520000	\$ 205.96	Vehicle Batteries~	5929054	011.0014428			
	011.1046.520000	\$ 848.96	Vehicle Batteries~	5935291	011.0014428			
	011.1046.520000	\$ 530.60	Vehicle Batteries~	6003134	011.0014428			
						11/03/2020	606435	\$ 1,845.19
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 4,995.51	Re: Garcia-Martinez v. City of Vernon~	259737				
	011.1024.593200	\$ 37.60	Re: Garcia-Martinez v. City of Vernon~	259739				
	011.1024.593200	\$ 279.00	Re: Garcia-Martinez v. City of Vernon~	259742				
						11/03/2020	606436	\$ 5,312.11
003037 - SECRETARY FOR ENV. PROTECTION	011.240010	\$ 860.00	4th Qtr FY19-20 Surcharge Transmittal	101920				
	011.240020	\$ 14,210.00	4th Qtr FY19-20 Surcharge Transmittal	101920				
	011.240022	\$ 806.00	4th Qtr FY19-20 Surcharge Transmittal	101920				
	011.240010	\$ 340.00	1st Qtr FY 20/21 Surcharge Transmittal	101920(2)				
	011.240020	\$ 7,938.00	1st Qtr FY 20/21 Surcharge Transmittal	101920(2)				
	011.240021	\$ 4,766.00	1st Qtr FY 20/21 Surcharge Transmittal	101920(2)				
	011.240022	\$ 572.00	1st Qtr FY 20/21 Surcharge Transmittal	101920(2)				
	011.240020	\$ 1,764.00	2nd Qtr FY20/21 Surcharge Transmittal	101920(3)				
						11/03/2020	606437	\$ 31,256.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001973 - CALIFORNIA FRAME & AXLE	011.1046.520000	\$ 198.80	Front End Repair & Alignment Services~	60641	011.0014429			
	011.1046.590000	\$ 195.00	Front End Repair & Alignment Services~	60641	011.0014429			
	011.1046.520000	\$ 417.36	Front End Repair & Alignment Services~	60774	011.0014429			
	011.1046.590000	\$ 505.00	Front End Repair & Alignment Services~	60774	011.0014429			
	011.1046.520000	\$ 574.60	Front End Repair & Alignment Services~	60797	011.0014429			
	011.1046.590000	\$ 647.50	Front End Repair & Alignment Services~	60797	011.0014429			
	011.1046.520000	\$ 69.15	Front End Repair & Alignment Services~	60865	011.0014429			
	011.1046.590000	\$ 150.00	Front End Repair & Alignment Services~	60865	011.0014429			
	011.1046.520000	\$ 47.34	Front End Repair & Alignment Services~	60869	011.0014429			
	011.1046.590000	\$ 185.00	Front End Repair & Alignment Services~	60869	011.0014429			
						11/03/2020	606438	\$ 2,989.75
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 92.41	Auto Parts~	45369	011.0014430			
	011.1046.520000	\$ 246.97	Auto Parts~	45371	011.0014430			
	011.1046.520000	\$ 81.83	Auto Parts~	45377	011.0014430			
	011.1046.520000	\$ 65.02	Auto Parts~	45782	011.0014430			
	011.1046.520000	\$ 427.24	Auto Parts~	45915	011.0014430			
	011.1046.520000	\$ -427.24	Auto Parts~	CM45915	011.0014430			
						11/03/2020	606439	\$ 486.23
006902 - BRUCE A. CARTER	011.1043.502090	\$ 685.62	Claim Settlement~	081020		11/03/2020	606440	\$ 685.62

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004163 - CENTRAL FORD	011.1046.520000	\$ 75.57	Auto Parts~	360615	011.0014431			
	011.1046.520000	\$ 90.63	Auto Parts~	361080	011.0014431			
	011.1046.520000	\$ 118.06	Auto Parts~	361111	011.0014431			
	011.1046.520000	\$ 122.09	Auto Parts~	361177	011.0014431			
	011.1046.520000	\$ 62.03	Auto Parts~	361499	011.0014431			
						11/03/2020	606441	\$ 468.38
001473 - CITY OF DOWNEY	011.1060.595200	\$ 946.20	Animal Control Services~	234679		11/03/2020	606442	\$ 946.20
006945 - CORE SYSTEMS DISTRIBUTION CORP	011.1043.502090	\$ 5,627.50	Claim Settlement~	102220		11/03/2020	606443	\$ 5,627.50

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001336 - CURRENT WHOLESALE ELECTRIC SUP	055.8000.900000	\$ 321.82	Electrical Parts~	264356	055.0002808			
	020.1084.900000	\$ 950.00	Transformer~	264770	011.0014573			
	020.1084.900000	\$ 90.25	Sales Tax 9.5%	264770				
	020.1084.900000	\$ 2,952.24	Power Supply~	264772	011.0014571			
	020.1084.900000	\$ 20.00	Freight	264772	011.0014571			
	020.1084.900000	\$ 280.46	Sales Tax 9.5%	264772				
	020.1084.900000	\$ 769.85	Transformer~	264773	011.0014576			
	020.1084.900000	\$ 73.14	Sales Tax 9.5%	264773				
	020.1084.900000	\$ 6,793.75	Electrical Service Entrance for Well 15	264830	011.0014564			
	020.1084.900000	\$ 645.41	Sales Tax 9.5%	264830				
						11/03/2020	606444	\$ 12,896.92
002566 - DEWEY PEST CONTROL	011.1048.590000	\$ 60.00	Pest Control Services	13573514				
	011.1048.590000	\$ 100.00	Pest Control Services	13573519				
	011.1048.590000	\$ 95.00	Pest Control Services	13573520				
	011.1048.590000	\$ 135.00	Pest Control Services	13573521				
	011.1048.590000	\$ 75.00	Pest Control Services	13573522				
	011.1049.590000	\$ 62.00	Pest Control Services	13573523				
	011.1049.590000	\$ 67.00	Pest Control Services	13573524				
	011.1049.590000	\$ 42.00	Pest Control Services	13573525				
						11/03/2020	606445	\$ 636.00

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001956 - IGNACIO ESTRADA III	011.1031.596500	\$ 24.68	Arrest & Control / Tactical	101520		11/03/2020	606446	\$ 24.68
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 421.53	Auto Parts~	123678488	011.0014432			
	011.1046.520000	\$ 340.15	Auto Parts~	123688899	011.0014432	11/03/2020	606447	\$ 761.68
000201 - GUSTAVO HERRERA	011.1031.596500	\$ 24.68	Arrest & Control / Tactical	101520		11/03/2020	606448	\$ 24.68
006358 - INDUSTRIAL ENVIRONMENTAL ASSOC	011.1060.595200	\$ 2,321.00	Compliance Outreach Training &	6				
	011.1060.595200	\$ 2,321.00	Compliance Outreach Training &	7		11/03/2020	606449	\$ 4,642.00
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 15,961.88	Professional Services 08/20	12964		11/03/2020	606450	\$ 15,961.88
003561 - KERN COUNTY TAX COLLECTOR	055.9000.900000	\$ 39,791.89	2020-2021 Sec. Prop Tax Bill	102220		11/03/2020	606451	\$ 39,791.89

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	020.1084.520000	\$ 140.61	Plumbing & Building Hardware~	110119	011.0014442			
	020.1084.520000	\$ 112.24	Plumbing & Building Hardware~	110120	011.0014442			
	020.1084.520000	\$ 10.93	Plumbing & Building Hardware~	110122	011.0014442			
	055.8400.590000	\$ 23.61	Small Tools, Plumbing & Building	110251	055.0002803			
	020.1084.520000	\$ 174.44	Plumbing & Building Hardware~	110282	011.0014442			
	055.8400.590000	\$ 18.99	Small Tools, Plumbing & Building	110295	055.0002803			
	055.8400.590000	\$ 70.90	Small Tools, Plumbing & Building	110355	055.0002803			
	055.8400.590000	\$ 178.96	Small Tools, Plumbing & Building	110358	055.0002803			
	055.8400.590000	\$ 374.07	Small Tools, Plumbing & Building	110364	055.0002803			
	020.1084.520000	\$ 148.87	Plumbing & Building Hardware~	110379	011.0014442			
	020.1084.520000	\$ 109.22	Plumbing & Building Hardware~	110380	011.0014442			
	055.8400.590000	\$ 38.30	During the period of July 1, 2020 thru	110498	055.0002803			
	055.8400.590000	\$ 15.32	Small Tools, Plumbing & Building	110511	055.0002803			
	055.8400.590000	\$ 392.92	Small Tools, Plumbing & Building	110696	055.0002803			
	055.8400.590000	\$ 5.58	Small Tools, Plumbing & Building	110740	055.0002803			
						11/03/2020	606452	\$ 1,814.96
003775 - SILVA'S PRINTING NETWORK	011.1049.520000	\$ 1,149.00	Non-Window Envelopes~	27186	011.0014575			
	011.1049.520000	\$ 109.16	Sales Tax 9.5%	27186				
	011.1049.520000	\$ 1,257.99	Glassine Window Envelopes~	27187	011.0014575			
	011.1049.520000	\$ 119.51	Sales Tax 9.5%	27187				
						11/03/2020	606453	\$ 2,635.66

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000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 200.00	Medical Services	521140240		11/03/2020	606454	\$ 200.00
006619 - TYNER CONSULTING SERVICES, INC	056.5600.596700	\$ 3,600.00	Job Performance Evaluator	1498		11/03/2020	606455	\$ 3,600.00
006942 - MARIA VELASQUEZ	011.1026.596200	\$ 52.00	Reimb. Live Scan	101920		11/03/2020	606456	\$ 52.00
006205 - MARISSA VELEZ	011.1031.596500	\$ 24.68	Arrest & Control / Tactical	101520		11/03/2020	606457	\$ 24.68
001997 - OSCAR ZOZAYA	011.1031.596500	\$ 24.68	Arrest & Control / Tactical	101520		11/03/2020	606458	\$ 24.68
006930 - 3 ANGELS SCREEN PRINT WORKS, I	011.1002.520000	\$ 128.00	Nike Ladies Polo #286772~	1960	011.0014587			
	011.1002.520000	\$ 34.00	Nike Ladies Polo #286772~	1960	011.0014587			
	011.1002.520000	\$ 83.96	Nike Men Polo #637167~	1960	011.0014587			
	011.1002.520000	\$ 30.99	Nike Men Polo #637167~	1960	011.0014587			
	011.1002.520000	\$ 32.99	Nike Men Polo #637167~	1960	011.0014587			
	011.1002.520000	\$ 29.44	Sales Tax 9.5%	1960				
						11/10/2020	606459	\$ 339.38

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000005 - A THRONE CO, INC	011.1043.520000	\$ 122.43	Portable Restrooms	665163				
	011.1043.520000	\$ 111.33	Portable Restrooms	665378				
						11/10/2020	606460	\$ 233.76
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	140893				
						11/10/2020	606461	\$ 415.00
006949 - ALMA FAMILY SERVICES	011.1070.550000	\$ 5,000.00	Operation Gobble Gobble Contribution	110920				
						11/10/2020	606462	\$ 5,000.00
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 85.95	Tube~	33822	011.0014533			
	011.1046.520000	\$ 45.90	Freon 134~	33822	011.0014533			
	011.1046.520000	\$ 9.50	Refrigerant Oil~	33822	011.0014533			
	011.1046.590000	\$ 325.00	Labor to remove & replace A/C	33822	011.0014533			
	011.1046.520000	\$ 13.43	Sales Tax 9.5%	33822				
						11/10/2020	606463	\$ 479.78
001544 - AREA E DISASTER MANAGEMENT	011.1033.596550	\$ 1,500.00	Membership Dues FY 2020-2021	202123				
						11/10/2020	606464	\$ 1,500.00
006305 - ASTRO PLUMBING SUPPLY CO	011.1048.520000	\$ 1,817.95	Plumbing Supplies & Building Hardware~	S1345179001	011.0014459			
	011.1048.520000	\$ -448.84	Credit~	S1345811001	011.0014459			
						11/10/2020	606465	\$ 1,369.11

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001717 - AUL PIPE TUBING & STEEL, INC	020.1084.900000	\$ 670.55	Aluminum Sheet~	153214	011.0014593			
	020.1084.900000	\$ 68.73	Sales Tax 9.5%	153214		11/10/2020	606466	\$ 739.28
005956 - JESSICA BALANDRAN	055.9000.520000	\$ 14.11	Reimb. Door Decorations	102720				
	055.9000.520000	\$ 30.70	Reimb. Postage	110420		11/10/2020	606467	\$ 44.81
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 122.60	12642623 Filter	CVCS188538	011.0014531			
	011.1046.520000	\$ 45.75	WIX33405 Filter	CVCS188538	011.0014531			
	011.1046.590000	\$ 17.00	SS Fuel Charge	CVCS188538	011.0014531			
	011.1046.590000	\$ 15.00	SS Fuel Charge	CVCS188538	011.0014531			
	011.1046.590000	\$ 980.00	Labor to remove and replace fuel tank	CVCS188538	011.0014531			
	011.1046.520000	\$ 15.99	Sales Tax 9.5%	CVCS188538		11/10/2020	606468	\$ 1,196.34
000661 - SERGIO CANALES	011.1048.530015	\$ 245.34	Reimb. Possessory Interest Tax~	110320		11/10/2020	606469	\$ 245.34
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 787.75	Concrete	94780383				
	020.1084.520000	\$ 791.39	Concrete	94785775		11/10/2020	606470	\$ 1,579.14

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004163 - CENTRAL FORD	011.1046.520000	\$ 40.79	164R8168 Gen 5 Back Up K	C65726	011.0014532			
	011.1046.520000	\$ 169.95	164R81495 Button Key Remote	C65726	011.0014532			
	011.1046.590000	\$ 290.00	Labor to program remote.	C65726	011.0014532			
	011.1046.520000	\$ 21.60	Sales Tax 10.25	C65726				
						11/10/2020	606471	\$ 522.34
001336 - CURRENT WHOLESALE ELECTRIC SUP	055.8000.590000	\$ 510.39	Electrical Parts~	264829	055.0002808			
	055.8000.590000	\$ 112.34	Electrical Parts~	264975	055.0002808			
	020.1084.900000	\$ 824.89	Quote 092520-04~	265138	011.0014572			
	020.1084.900000	\$ 84.55	Sales Tax 10.25	265138				
	020.1084.900000	\$ 824.89	PP2 120/240 1PH Electrical Panel~	265139	011.0014574			
	020.1084.900000	\$ 84.55	Sales Tax 10.25	265139				
						11/10/2020	606472	\$ 2,441.61
000970 - DANGELO CO	011.1043.520000	\$ 2,442.90	Water Parts~	S1419256001	011.0014463			
						11/10/2020	606473	\$ 2,442.90
006889 - FAMCON PIPE & SUPPLY, INC	011.120010	\$ 4,410.00	Ductile Iron Pipe~	S100033173001	011.0014483			
	011.120010	\$ 418.95	Sales Tax 9.5%	S100033173001				
						11/10/2020	606474	\$ 4,828.95
000524 - FERGUSON WATERWORKS	011.120010	\$ 3,349.48	Fire Hydrant~	729183	011.0014539			
	011.120010	\$ 318.20	Sales Tax 9.5%	729183				
						11/10/2020	606475	\$ 3,667.68

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006887 - TERESA FLORES	011.1031.596500	\$ 108.00	Firearms / Tactical Rifle Operator's	091520		11/10/2020	606476	\$ 108.00
005825 - FRONTIER	011.9019.560010	\$ 55.11	Period: 10/16/20 - 11/15/20	101620		11/10/2020	606478	\$ 55.11
006450 - DELPHIA GARZA	011.1048.530015	\$ 365.13	Reimb. Possessory Interest Tax~	110320		11/10/2020	606479	\$ 365.13
000456 - GATEWAY CITIES COUNCIL OF GOVE	011.1043.596200	\$ 10,000.00	I-710 Corridor EIR/EIS~	101520(2)		11/10/2020	606480	\$ 10,000.00
001668 - LORENZO GAYTAN	011.1026.596800	\$ 405.00	Tuition Reimbursement	102020		11/10/2020	606481	\$ 405.00
004834 - LARRY D GONZALES	011.1048.530015	\$ 282.92	Reimb. Possessory Interest Tax~	102920		11/10/2020	606482	\$ 282.92
001221 - HERNDON RECOGNITION COMPANY	011.1026.596900	\$ 2,684.70	Service Pins	3762577RI		11/10/2020	606483	\$ 2,684.70
004239 - HSA BANK	055.9100.502030	\$ 500.00	Initial Contribution / C. Palencia	102820		11/10/2020	606484	\$ 500.00
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 9,707.75	Professional Services 09/20	13046		11/10/2020	606485	\$ 9,707.75

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004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$ 3,331.31	Building Plan Check & Inspection	63667		11/10/2020	606486	\$ 3,331.31
006947 - SIMON JUAN JUAN	011.1031.420510	\$ 28.00	Ref. Voided Citation #P87690	102920		11/10/2020	606487	\$ 28.00
000762 - LOS ANGELES COUNTY TAX COLLECT	011.1004.530015	\$ 5,861.63	Possessory Interest Tax~	102920		11/10/2020	606488	\$ 5,861.63
000762 - LOS ANGELES COUNTY TAX COLLECT	011.1048.530015	\$ 571.46	Possessory Interest Tax~	102920(2)		11/10/2020	606489	\$ 571.46
006948 - HAYLEY LARA	011.1026.596200	\$ 52.00	Reimb. Live Scan	110320		11/10/2020	606490	\$ 52.00
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 131.76	Small Tools, Plumbing & Building	110600	011.0014465			
	011.1048.520000	\$ 25.52	Small Tools, Plumbing & Building	110791	011.0014465			
	011.1049.520000	\$ 10.94	Small Tools, Plumbing & Building	110849	011.0014465			
	011.1048.520000	\$ 7.86	Small Tools, Plumbing & Building	110863	011.0014465			
	011.1049.520000	\$ 53.56	Small Tools, Plumbing & Building	110931	011.0014465			
						11/10/2020	606491	\$ 229.64
004610 - BRIAN LINNERT	020.1084.596700	\$ 55.00	Reimb. Water Treatment 1 Renewal	102920		11/10/2020	606492	\$ 55.00

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000121 - LU'S LIGHTHOUSE, INC	011.1046.520000	\$ 152.39	Beacon Light~	1179938	011.0014529			
	011.1046.520000	\$ 1.68	Tie Wrap~	1179938	011.0014529			
	011.1046.520000	\$ 7.05	Tie Wrap 7"~	1179938	011.0014529			
	011.1046.520000	\$ 11.55	Tie Wrap 11"~	1179938	011.0014529			
	011.1046.520000	\$ 9.89	Tie Wrap 14"~	1179938	011.0014529			
	011.1046.520000	\$ 17.35	Sales Tax 9.5%	1179938				
						11/10/2020	606493	\$ 199.91
006695 - ALFONSO MADRIGAL	011.1031.596500	\$ 108.00	Firearms / Tactical Rifle Operator's	091520		11/10/2020	606494	\$ 108.00
006950 - NICHOLAS MANNINO	011.1031.596500	\$ 108.00	Firearms / Tactical Rifle Operator's	091520		11/10/2020	606495	\$ 108.00
001096 - MELVYN GREEN & ASSOCIATES, INC	011.1041.520000	\$ 2,340.97	Plan Check Services	14249		11/10/2020	606496	\$ 2,340.97
005074 - HECTOR MORENO	011.1048.530015	\$ 602.01	Reimb. Possessory Interest Tax~	102920		11/10/2020	606497	\$ 602.01
003276 - NATIONAL TRAINING CONCEPTS, IN	011.1031.596700	\$ 274.00	Registration / N. Mannino	091520				
	011.1031.596700	\$ 274.00	Registration / A. Madrigal	091520(2)				
	011.1031.596700	\$ 274.00	Registration / T. Flores	091520(3)				
						11/10/2020	606498	\$ 822.00

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006185 - NEWGEN STRATEGIES & SOLUTIONS,	056.5600.595200	\$ 4,379.50	Professional Services 09/20	10181				
	056.5600.596200	\$ 1,383.00	Professional Services 09/20	10181				
						11/10/2020	606499	\$ 5,762.50
001943 - PLUMBING & INDUSTRIAL SUPPLY	020.1084.520000	\$ 106.60	Plumbing Hardware & Supplies~	S1241038001	011.0014445			
	020.1084.520000	\$ 160.37	Plumbing Hardware & Supplies~	S1241090001	011.0014445			
						11/10/2020	606500	\$ 266.97
006946 - LUCIA LUCERO SERRANO	011.1031.420510	\$ 28.00	Ref. Voided Citation #P87689	102920				
						11/10/2020	606501	\$ 28.00
000291 - SO CAL ASSOCIATION OF GOVERNME	011.1002.596550	\$ 129.00	Dues Assessment for FY 2020-21	102320				
						11/10/2020	606502	\$ 129.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 24.30	Laundry Services~	11952	011.0014447			
	011.1031.520000	\$ 3.60	Laundry Services~	11953	011.0014447			
						11/10/2020	606503	\$ 27.90
006922 - THE EMBLEM AUTHORITY	011.1070.550000	\$ 567.00	Pink Patch 2020	33921				
						11/10/2020	606504	\$ 567.00
006415 - UNION PACIFIC RAILROAD COMPANY	055.9100.590000	\$ 1,000.00	Administrative Handling Fee	110320				
						11/10/2020	606505	\$ 1,000.00

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006895 - UNITED INDUSTRIES, LLC	011.1043.520000	\$ -112.26	Credit~	11860	011.0014495			
	011.1043.520000	\$ 519.60	Shovel, Large Blade, D-Grip, Safety	207793	011.0014495			
	011.1043.520000	\$ 24.78	Freight	207793	011.0014495			
	011.1043.520000	\$ 49.36	Sales Tax 9.5%	207793				
	011.1043.520000	\$ 131.70	Long Nose Pliers High Carbon Steel~	207922	011.0014495			
	011.1043.520000	\$ 87.00	Straight Jaw Tongue & Groove Pliers~	207922	011.0014495			
	011.1043.520000	\$ 90.36	Assorted Sqwincher~	207922	011.0014495			
	011.1043.520000	\$ 70.86	Orange - Sqwincher~	207922	011.0014495			
	011.1043.520000	\$ 53.04	Screw Driver Phillip~	207922	011.0014495			
	011.1043.520000	\$ 120.32	10 lb Sledge Hammer~	207922	011.0014495			
	011.1043.520000	\$ 71.18	12 lb Sledge Hammer~	207922	011.0014495			
	011.1043.520000	\$ 92.82	Vise-grip Long Nose Pliers~	207922	011.0014495			
	011.1043.520000	\$ 82.27	Freight	207922	011.0014495			
	011.1043.520000	\$ 68.14	Sales Tax 9.5%	207922				
	011.1043.520000	\$ 165.60	Aluminum, Spray Paint 16oz. ~	208022	011.0014495			
	011.1043.520000	\$ 165.60	Flat Back, Spray Paint 16oz. ~	208022	011.0014495			
	011.1043.520000	\$ 41.40	Gloss White, Spray Paint 16oz. ~	208022	011.0014495			
	011.1043.520000	\$ 82.80	Gloss Black, Spray Paint 16oz. ~	208022	011.0014495			
	011.1043.520000	\$ 41.40	Wagon Red, Spray Paint 16oz.~	208022	011.0014495			
	011.1043.520000	\$ 49.00	Freight	208022	011.0014495			
	011.1043.520000	\$ 47.20	Sales Tax 9.5%	208022				
	011.1043.520000	\$ 39.18	Screw Driver 4"~	208178	011.0014495			
	011.1043.520000	\$ 16.42	Freight	208178	011.0014495			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006895 - UNITED INDUSTRIES, LLC	011.1043.520000	\$ 3.72	Sales Tax 9.5%	208178				
	011.1043.520000	\$ 153.78	8 lb Sledge Hammer~	208563	011.0014495			
	011.1043.520000	\$ 17.90	Freight	208563	011.0014495			
	011.1043.520000	\$ 14.61	Sales Tax 9.5%	208563				
	011.1043.520000	\$ 84.72	Vise-grip Long Nose Pliers 6" ~	209107	011.0014495			
	011.1043.520000	\$ 15.37	Freight	209107	011.0014495			
	011.1043.520000	\$ 8.05	Sales Tax 9.5%	209107				
						11/10/2020	606506	\$ 2,295.92
001399 - VERNON SANITARY SUPPLY CO	011.120010	\$ 22.34	Ajax Cleanser~	35059700	011.0014499			
	011.120010	\$ 51.34	Scrubbing Sponge~	35059700	011.0014499			
	011.120010	\$ 459.44	Paper Hot Cup~	35059700	011.0014499			
	011.120010	\$ 119.40	Kraft Cup Buddy~	35059700	011.0014499			
	011.120010	\$ 199.62	Dart Lid~	35059700	011.0014499			
	011.120010	\$ 87.96	Stirrup Quick Change Mop Handles~	35059700	011.0014499			
	011.120010	\$ 154.32	Joy Liquid Dish Soap~	35059700	011.0014499			
	011.120010	\$ 714.84	Tide Liquid Laundry Detergent~	35059700	011.0014499			
	011.120010	\$ 402.32	Ajax Prop Liquid & Antibacterial Soap~	35059700	011.0014499			
	011.120010	\$ 124.96	Simple Green~	35059700	011.0014499			
	011.120010	\$ 221.97	Sales Tax 9.5%	35059700				
						11/10/2020	606507	\$ 2,558.51

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001399 - VERNON SANITARY SUPPLY CO	011.120010	\$ 167.52	Dial Instance Hand Sanitizer~	35380500	011.0014499			
	011.120010	\$ 15.91	Sales Tax 9.5%	35380500		11/10/2020	606508	\$ 183.43
004252 - WHITTIER POLICE DEPARTMENT	011.1031.570000	\$ 500.00	Mutual Aid Vehicle Maintenance	MAV001(4)		11/10/2020	606509	\$ 500.00
001622 - YALE CHASE EQUIP & SERVICES	011.1046.590000	\$ 1,330.00	Labor to diagnose fuel pump timing code.	SVO578696	011.0014535	11/10/2020	606510	\$ 1,330.00
TOTAL EARLY CHECKS							\$	216,746.71

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 57
DECEMBER 1, 2020**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 267,500.56	\$ 118,621.76	\$ 0.00	\$ 386,122.32
020 - WATER	457,798.40	45,362.55	0.00	503,160.95
055 - LIGHT & POWER	3,984,404.31	43,399.90	0.00	4,027,804.21
056 - NATURAL GAS	699.22	9,362.50	0.00	10,061.72
057 - FIBER OPTIC	4,139.00	0.00	0.00	4,139.00
GRAND TOTAL	\$ 4,714,541.49	\$ 216,746.71	\$ 0.00	\$ 4,931,288.20

TOTAL CHECKS TO BE PRINTED 0



City Council Agenda Item Report

Agenda Item No. COV-406-2020
Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: December 1, 2020

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the October 2020 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of October 2020.

Fiscal Impact:

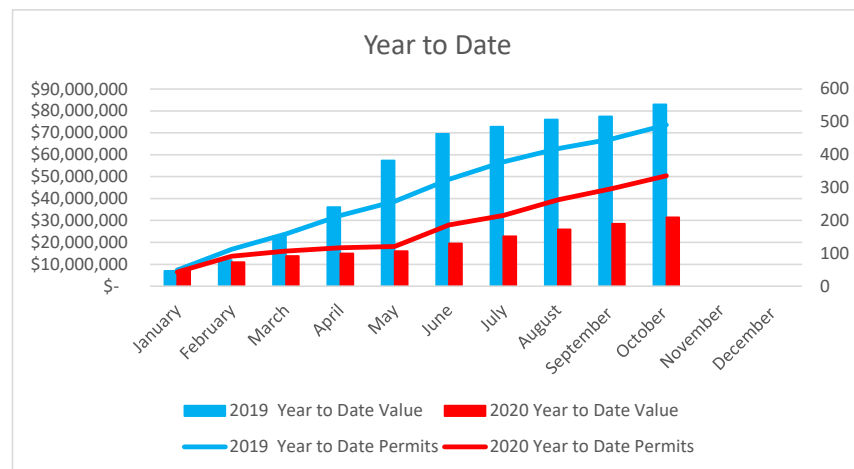
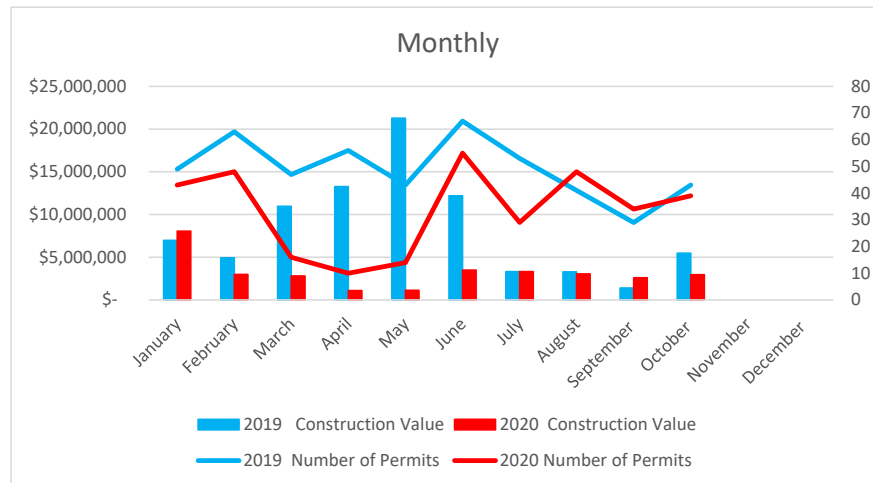
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works Department October 2020 Building Report](#)

**City of Vernon
Building Division
Monthly Report Summary**

	2019				2020				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 6,968,160	49	\$ 6,968,160	49	\$ 8,046,145	43	\$ 8,046,145	43	-12%	15%
February	\$ 4,923,135	63	\$ 11,891,295	112	\$ 2,979,923	48	\$ 11,026,068	91	-19%	-7%
March	\$ 10,949,664	47	\$ 22,840,960	159	\$ 2,808,127	16	\$ 13,834,195	107	-33%	-39%
April	\$ 13,285,075	56	\$ 36,126,035	215	\$ 1,100,252	10	\$ 14,934,447	117	-46%	-59%
May	\$ 21,264,283	43	\$ 57,390,317	258	\$ 1,134,292	14	\$ 16,068,739	121	-53%	-72%
June	\$ 12,186,470	67	\$ 69,576,787	325	\$ 3,485,709	55	\$ 19,554,448	186	-43%	-72%
July	\$ 3,301,660	53	\$ 72,878,447	378	\$ 3,305,183	29	\$ 22,859,631	215	-43%	-69%
August	\$ 3,283,700	41	\$ 76,162,147	419	\$ 3,059,660	48	\$ 25,919,291	263	-37%	-66%
September	\$ 1,400,426	29	\$ 77,562,573	448	\$ 2,591,286	34	\$ 28,510,577	297	-34%	-63%
October	\$ 5,478,852	43	\$ 83,041,425	491	\$ 2,967,007	39	\$ 31,477,584	336	-32%	-62%
November										
December										





City of Vernon
Building Department
Monthly Report from 10/1/2020 to 10/31/2020

Type	Value	# of Permits
Electrical	\$599,400.00	13
Industrial - Remodel	\$452,024.00	2
Mechanical	\$685,000.00	4
Miscellaneous	\$285,420.00	16
Plumbing	\$31,000.00	1
Roof	\$914,163.00	3
October 2020 TOTALS PERMITS:	\$2,967,007.00	39
PREVIOUS MONTHS TOTAL	\$28,510,577.00	297
YEAR TO DATE TOTAL	\$31,477,584.00	336
October 2019 TOTALS	\$5,478,851.62	43
PREVIOUS MONTHS TOTAL	\$77,562,573.38	448
PRIOR YEAR TO DATE TOTAL	\$83,041,425.00	491



**City of Vernon
Building Department
New Buildings Report - October 2020**

None



City of Vernon
Building Department
Demolition Report - October 2020

None



City of Vernon
Building Department
Major Projects from 10/1/2020 to 10/31/2020
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2020-4180	4423 DISTRICT BLVD APN 6304022042		electrical for building and tenant improvement	50000
B-2020-4221	4201 ROSS ST APN 6302017048		New 230 kw generator w/366 gallon sub-base diesel fuel tank; replace (E) automatic transfer switch w/new 400 amp. auto transfer switch File with B-2020-4257	50000
B-2020-4260	3333 DOWNEY RD APN 6303001001		interior lighting retro-fit to LED	300000
B-2020-4276	3375 FRUITLAND AVE APN 6303027900	COV Fire Station	New lighting fixtures in dormatory area and kitchen	64000
B-2020-4308	4401 DOWNEY RD APN 6303017022		Electrical 225 KUA x FMR 300A & 800A 480 V	75000
5	Record(s)			\$539,000.00
Industrial - Remodel				
B-2020-4324	4717 DISTRICT BLVD APN 6304020004		Block wall	25000
B-2020-4275	3375 FRUITLAND AVE APN 6303027900	COV Fire Station	Remodel of existing kitchen, restroom and dormatories.	427024
2	Record(s)			\$452,024.00
Mechanical				
B-2020-4003	4371 49TH ST APN 6304025006		New ductwork for existing HVAC Unit	45000
B-2015-0543	4510 ALAMEDA ST APN 6308013044	Neptune Foods	Thermoil fryer Equipment Only	600000
B-2020-4273	3375 FRUITLAND AVE APN 6303027900	City of Vernon Fire	Mechanical - Air distribution system reconfiguration to accomodate new dorms, kitchen ventilation upgrades. Make-up air, Exhaust fans in new restroom.	25000
3	Record(s)			\$670,000.00
Miscellaneous				
B-2020-4288	4623 MAYWOOD AVE APN 6304027015		new wrought iron fence to 8' - 0" above existing 3'0" CMU block wall	30000
B-2020-4206	4722 EVERETT AVE APN 6304025005		Remove 3 antennas and 6 RTH's from tower; Install 3 antennas, 6 RRh's and 1 hybrid cable on tower. Install 1 B160 battery cabinet and 1 6160 AC cabinet on ground. No electrical work being proposed	35000

B-2020-4122	4423 DISTRICT BLVD APN 6304022042		Storage racks permit	54000
B-2020-4284	4380 AYERS AVE APN 6304001018		non-friable asbestos roof material removal	80000
4	Record(s)			\$199,000.00
Plumbing				
B-2020-4274	3375 FRUITLAND AVE APN 6303027900	COV Fire Station	Plumbing - water relocation (1) new restroom, kitchen remodel (sink, dish washer relocation, new restroom fixtures in existing restroom.	31000
1	Record(s)			\$31,000.00
Roof				
B-2020-4291	4380 AYERS AVE APN 6304001018		remove 2 of 3 existing roof systems to accept new roof. leve original roof system in place, etc.	675000
B-2020-4327	4265 EXCHANGE AVE APN 6304021050		Reroofing	170000
B-2020-4286	3300 VERNON AVE APN 6303012048		perform roof maintenance with polyester fabric embedded in asphalt emulsion. recoat over existing roof surface with cool roof acylic surfacing, no tear-off (approximately squares). ICC ESR #2871. CRCC # 0656-0001. UL #TGFU:R11321	69163
3	Record(s)			\$914,163.00
18	Permit(s)		Total	\$2,805,187.00



**City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of October 2020**

Request for Inspection	410
Approved	4
Pending	4
Temporary Occupancies	13

City of Vernon
Certificate of Occupancy
Applications Date From 10/1/2020 to 10/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2020-1556	4567 MAYWOOD AVE APN 6304028033	FINE COLLECTIBLES CORP	Warehouse & shipping for E-Commerce seller	885.00	10386
	C-2020-1557	2640 26TH ST APN 6302001028	LDR Consulting, LLC	Warehousing of beauty products	885.00	19651
	C-2020-1558	5700 FIRST ST APN	Green Impact Manufacturing, LLC	Warehousing and distribution of packaged food products	885.00	48433
	C-2020-1559	5005 HAMPTON ST APN 6308010034	EZ Sewing & Finishing, Inc.	Warehousing of garments	885.00	11410
Total for Certificate of Occupancy:					3,540.00	89,880.00
4	Permits(s)			Total Fees Paid		3,540.00

City of Vernon
Certificate of Occupancy
Issued Date From 10/1/2020 to 10/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
10/29/202	C-2018-1182	4170 BANDINI BLVD APN 6304003001	Mutual Trading Co., Inc.	Warehousing and distribution of food items	1,046.00	60000
10/29/202	C-2020-1532	3634 SOTO ST APN 6303004039	Calitas Antojitos DBA Peruvian Delight	Restaurant	385.00	1300
10/29/202	C-2020-1537	2831 SANTA FE AVE APN 6302006025	Greenpy Dba White Birch/Yellow Star	Garment manufacturing	885.00	38112
10/29/202	C-2020-1547	4626 48TH ST APN 6304018023	The Great Incorporated	Warehousing and distribution of clothing	885.00	10080
Total for Certificate of Occupancy:					3,201.00	109,492.00
4 Permits(s)					Total Fees Paid	3,201.00

City Council Agenda Item Report

Agenda Item No. COV-382-2020

Submitted by: Scott Williams

Submitting Department: Finance/Treasury

Meeting Date: December 1, 2020

SUBJECT

Sale of Surplus Vernon Fire Apparatus and Equipment to Local Municipalities

Recommendation:

A. Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with the City of Compton, in substantially the same form as submitted, for the sale of: 1. One (1) 2002 Seagrave Engine with assigned hose complement and equipment; 2. One (1) 1998 Spartan/LTI Truck 7576; and B. Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with the City of Montebello, in substantially the same form as submitted, for the sale of: 1. One (1) 2009 Seagrave Engine 7576; 2. One (1) 2009 Seagrave Engine 779; 3. One (1) 2017 Hurst E-Draulic Cutter, spreader, ram, batteries, battery charger, chains, tips, and accessories; and 4. One (1) 2014 Hurst Quad Power Unit, cutter, spreader, ram, hoses w/quick couplers, chains, tips and accessories.

Background:

The transition of the City's fire services to the Consolidated Fire District of Los Angeles County (Los Angeles County Fire) has resulted in surplus vehicles and equipment from the Vernon Fire Department, as only some of the vehicles will be utilized by LA County Fire as part of the agreement. Pursuant to the City's Purchasing Manual on salvaging the City's surplus property, the City is recommending that Council approve the sale of apparatus and equipment to local area cities. Specifically, Compton and Montebello have expressed an interest in the following:

City of Compton

Apparatus

*2002 Seagrave Engine 7577 (Vin#: 1F9EC28T42CST2080)

*1998 Spartan/LTI Truck 7576 (Vin#: 4S7AT2590WC028790)

City of Montebello

Apparatus

*2009 Seagrave Engine 7576 (Vin#: 1F9EU28T79CST2114)

*2009 Seagrave Engine 779 (Vin#: S1F9EU28T59CT2113)

Equipment

*2017 Hurst E-Draulic Cutter, spreader, ram, batteries, battery charger, chains, tips, and accessories

*2014 Hurst Quad Power Unit, cutter, spreader, ram, hoses w/quick couplers, chains, tips and accessories

The cities of Compton and Montebello have confirmed their desire to enter into purchase agreements with the City to procure particular Vernon Fire surplus items. It is recommended that the City Council authorize the sale of select Fire Department apparatus and equipment surplus and authorize the City Administrator to enter into the necessary sale agreements. The proposed agreements, with the City of Compton and Montebello (respectively), have been reviewed and approved by the City Attorney's Office.

Fiscal Impact:

Proceeds from the sales will result in \$464,798 to the General Fund that will offset the City's the conversion costs related to the transition of fire services to Los Angeles County Fire.

Attachments:

1. [Purchase and Sale Agreement with City of Compton](#)
2. [Purchase and Sale Agreement with City of Montebello](#)

**PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
CITY OF VERNON**

This Purchase and Sale Agreement is made and entered into this _____ day of _____, 2020 between the CITY OF COMPTON, a municipal corporation, hereinafter referred to as "BUYER", and CITY OF VERNON, a California charter City and California municipal corporation, hereinafter referred to as "SELLER". BUYER and SELLER may be referred to in this Agreement individually as "Party" and jointly as "Parties."

I. Recitals

- A. SELLER has solicited a proposal for one 2002 Seagrave and one 1998 Spartan/LTI as described in Exhibit A "Equipment", attached hereto (Equipment);
- B. SELLER has provided BUYER with pricing on Equipment in the total amount of \$97,838 as set forth in Exhibit B "Price" attached hereto;
- C. BUYER has submitted a proposal to purchase the Equipment from SELLER, attached hereto as Exhibit C;
- D. SELLER has provided BUYER with a Liability Release Agreement, attached hereto as Exhibit D.

NOW, THEREFORE, Parties agree as follows:

II. General Provisions

A. Assignment

Parties shall not assign all or any part of this Agreement and/or make any subcontract to perform any obligation hereunder, either in whole or in part, without the prior written consent of the Parties.

B. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

C. Compliance with Laws

Parties shall perform their respective obligations as set forth in this Agreement pursuant to all applicable Federal, State, and local statutes, regulations, and ordinances whether now in force or hereinafter enacted.

D. Conflicts or Inconsistencies

Exhibit D shall take precedence in the event of any conflict or inconsistency between the terms of Exhibit D and this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Exhibit, the terms of this Agreement shall strictly prevail.

E. Dispute Resolution

- 1. **Administrative Remedies.** Disputes regarding the interpretation or application of this Agreement shall first be submitted to the other Party for investigation and resolution. The Parties will make a good faith and

reasonable effort to reach an agreeable resolution. Any disputes that cannot be resolved in that manner shall be submitted to non-binding arbitration as set forth in the Formal Remedies below.

2. **Formal Remedies.** In the event the Administrative Remedy does not resolve the dispute, the alleged injured Party may, but is not required to as a condition of pursuing any legal remedies, serve a demand for arbitration on the Party claimed to be in default ("Defaulting Party"). The Parties will continue to perform obligations under this Agreement so long as the Defaulting Party diligently commences to cure the alleged default in the event there is imminent danger to the public health, safety or general welfare resulting from the default, the Defaulting Party shall take immediate action to cure the immediate threat. Within five (5) business days of receipt of the demand, and providing the default remains uncured, the matter shall be submitted to non-binding arbitration. The Parties shall make reasonable efforts to jointly select an arbitrator using any reasonable method including selection by chance. The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure section 1280 et seq.) The arbitrator shall render a decision with written findings. The costs of arbitration (excluding each Party's own costs) shall be borne by the Parties equally. Either Party that is not satisfied with the arbitrator's decision shall be entitled to pursue all remedies available in a court of law or equity.

F. Documentation

PARTIES shall maintain complete and accurate records with respect to ownership and transfer of Equipment and the costs incurred under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment made under this Agreement. All such records shall be provided to requesting Party within ten (10) days of request.

G. Effective Date and Term

This Agreement is effective as of the date of mutual execution, and shall remain in full force and effect until delivery of the Equipment to BUYER, and BUYER's removal of the Equipment from SELLER's property whereupon this Agreement shall terminate, subject to the survival of terms as provided herein.

H. Force Majeure

1. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party if the delayed Party shall within three (3) days of the commencement of such delay notify the other Party in writing of the causes of the delay.
2. The sole remedy shall be termination or an extension of the Agreement pursuant to this Section and neither Party shall not be entitled to recover damages against the other Party.

I. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Los Angeles.

J. Indemnity

1. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, BUYER will indemnify, defend and hold SELLER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the BUYER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
2. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, the SELLER will indemnify, defend and hold BUYER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the SELLER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
3. The provisions of this Section II.J shall survive the termination or expiration of this Agreement.

K. Independent Contractor

Parties and their respective employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the other Party.

L. Entire Agreement

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the Parties with respect to the subject matter herein.
2. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement that no representation, statement, or promise by any party which is not embodied herein shall be valid or binding.
3. Any modification of this Agreement shall be effective only if it is in writing signed by the Parties.

M. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

O. Termination

1. **Termination for Convenience.** Parties may terminate this Agreement for convenience by providing not less than ten (10) days prior, written Notice of Termination to the other Party prior to payment and delivery of the Equipment. This Agreement may be terminated at any time upon mutual agreement of the Parties. In such events, Parties shall have no further rights hereunder.
2. **Cure Notice.** Either Party may provide a Notice to Cure Default, therein specifying the acts or omissions constituting the alleged default, and demanding that the default be cured within ten (10) days, to the other Party. If the default remains uncured, termination for cause shall be effective, without further notice, at the end of the default cure period.
3. **Termination for Cause.** Either Party may terminate this Agreement for cause immediately by providing a written Notice of Termination therein specifying the acts or omissions constituting the default, to the other Party. In such event, Parties shall have all other rights and remedies as provided by law.
4. **Payment.** SELLER shall reimburse BUYER for all amounts paid to SELLER within a reasonable time after termination of this Agreement.
5. **Release of Liability.** Termination or expiration of this Agreement does not release either Party from any and all claims, damages or other liability incurred prior to termination or expiration.

P. Waiver

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

III. Special Provisions

A. Acceptance

Acceptance of the Equipment shall be deemed to occur upon delivery of the keys to BUYER and BUYER's removal of the Equipment from the SELLER's property.

B. Insurance

SELLER shall maintain and provide proof of insurance coverage on the Equipment until such time SELLER delivers the Equipment to BUYER and removes the Equipment from SELLER's property. SELLER's program of self-insurance approved by BUYER shall satisfy the requirements of this Section.

C. Ownership and Authority to Sell and Purchase

1. SELLER warrants that it owns the Equipment, free and clear of any encumbrances, and that it is authorized to sell Equipment to BUYER.
2. BUYER represents that it is authorized to purchase Equipment from SELLER.

D. Removal, Transportation, and Operation

1. SELLER, at its sole expense, shall provide reasonable instructions and documentation pertaining to the maintenance and operation of the Equipment to BUYER at the time of delivery and prior to BUYER removing the Equipment from SELLER's property.
2. BUYER, at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, and operating the Equipment.

E. Sale of Equipment

SELLER hereby sells to BUYER and BUYER hereby purchases from SELLER the Equipment for the price set forth in Exhibit B.

F. Title and Risk of Loss

1. Title to and risk of loss or damage to the Equipment purchased by BUYER will pass to BUYER upon delivery and removal of the Equipment from SELLER's property.
2. BUYER assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. SELLER will have no liability with respect to the Equipment sold to BUYER, including having no liability for indirect, incidental or consequential damages.

IV. Representatives and Signatories

A. Notices and Designated Representatives

1. Any and all notices, demands, invoices, and written communications between the Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective party's performance.
2. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

SELLER

City of Vernon
Finance Department
4305 Santa Fe Avenue
Vernon, CA 90058
Scott Williams, Finance Director
323.583.8811 ext: 849
SWilliams@ci.vernon.ca.us

BUYER

City of Compton
City Administration
205 S Willowbrook Avenue
Compton, CA 90220
Cecil Rhambo, City Manager
310.605.5500
CRhambo@comptoncity.org

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SELLER

Contractor Name: City of Vernon

Corporation Type: a California charter City and California municipal corporation

Printed Name: Carlos Fandino

Title: City Administrator

Signature: _____

ATTEST

Printed Name: Lisa Pope

Title: City Clerk

Signature: _____

APPROVED AS TO FORM

Printed Name: Arnold M. Alvarez-Glasman

Title: Interim City Attorney

Signature: _____

BUYER

City of Compton

Corporation Type: _____

Printed Name: _____

Title: City Manager

Signature: _____

ATTEST

Printed Name: _____

Title: City Clerk

Signature: _____

Attachments (incorporated documents):

Exhibit A – Equipment

Exhibit B – Price

Exhibit C – Letter of Intent to Purchase

Exhibit D – Liability Release Agreement

Exhibit A – Equipment



FIRE DEPARTMENT

TRUCK DESCRIPTION

2002 Seagrave

Engine 7577

Vin#: 1F9EC28T42CST2080

License Plate: 1067079

Mileage: 3,274.8

1998 Spartan/LTI

Truck 7576

Vin#: 4S7AT2590WC028790

License Plate: 1015055

Mileage: 21,710

Warranty

Equipment is sold “AS IS, WHERE IS, WITH ALL FAULTS”.

SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT.

End of Exhibit A

Exhibit B – Price

I. Purchase Price

As full and complete consideration for the Equipment, BUYER shall pay the sum of Ninety-Seven Thousand, Eight Hundred Thirty-Eight Dollars (\$97,838) USD, not including any applicable taxes and or fees to SELLER.

II. Taxes and Fees

BUYER is responsible to pay all applicable sales taxes and fees associated with the acquisition of Equipment.

III. Payment

BUYER shall make payment of the full purchase price to SELLER on or before the BUYER takes possession of the Equipment.

End of Exhibit B

From: [Jim Enriquez](#)
To: "Ronerick Simpson"
Cc: [Fandino, Carlos](#); [Williams, Scott](#); [Figueroa, Diana](#); [Hernandez, Lilia](#); [Painton, Todd BC](#); [Langer, Michael Capt](#); [Ramos, Adriana](#); [Glasman, Arnold](#); [Moussa, Zaynah](#); [Muro, Eva](#); [Pope, Lisa](#)
Subject: Vernon FD Apparatus Available for Purchase
Date: Tuesday, October 13, 2020 7:58:12 PM
Attachments: [image006.png](#)
[image007.png](#)
[image003.png](#)

Chief Simpson:

In accordance with our dialog on September 28, 2020, please review the list and return an e-mail confirming interest in proceeding towards purchase. When I receive your email, I will collaborate with Vernon staff in finalizing a Purchase and Sales Agreement for review by Vernon City Council on October 20, 2020. If approved, listed vehicles should be available for acquisition following October 21, 2020.

Engine/Equipment/Hose	100 SERIES / ENGINES	TRACKING NUMBER	APPARATUS	ALLOCATION	Total Value
\$35,000/\$2,838 Hose	Engine 7577	F107	2002 Seagrave	Compton Fire	\$37,838
\$60,000 - no equipment	Truck 7576	F202	1998 Spartan/LTI	Compton Fire	\$60,000
				Total	\$97,838

With October 21 as Vernon FD transition date, we ask that you provide relevant priority to this matter.

Thank you in advance.

Jim Enriquez

Jim Enriquez
Interim Fire Chief
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
C – (323) 427 -9157
O - (323) 583-8811 ext. x287
JEnriquez@ci.vernon.ca.us



From: Jim Enriquez
Sent: Monday, September 28, 2020 11:20 AM
To: Ronerick Simpson <RSimpson@comptonfire.org>
Cc: Fandino, Carlos <CFandino@ci.vernon.ca.us>; Williams, Scott <swilliams@ci.vernon.ca.us>; Figueroa, Diana <dfigueroa@ci.vernon.ca.us>; Hernandez, Lilia <lhernandez@ci.vernon.ca.us>; Painton, Todd BC <TPainton@ci.vernon.ca.us>; Langer, Michael Capt <MLanger@ci.vernon.ca.us>; Ramos, Adriana <aramos@ci.vernon.ca.us>
Subject: RE: VFD Excess Apparatus Available for Purchase

Chief Simpson,

I will start the approval process on my end and get back to you as soon as possible.

Jim

Jim Enriquez
Interim Fire Chief
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
C – (323) 427 -9157

O - (323) 583-8811 ext. x287
JEnriquez@ci.vernon.ca.us



From: Ronerick Simpson <RSimpson@comptonfire.org>

Sent: Monday, September 28, 2020 8:25 AM

To: Jim Enriquez <JEnriquez@ci.vernon.ca.us>

Cc: Fandino, Carlos <CFandino@ci.vernon.ca.us>; Williams, Scott <swilliams@ci.vernon.ca.us>; Figueroa, Diana <dfigueroa@ci.vernon.ca.us>; Hernandez, Lilia <lhernandez@ci.vernon.ca.us>; Painton, Todd BC <TPainton@ci.vernon.ca.us>; Langer, Michael Capt <MLanger@ci.vernon.ca.us>; Ramos, Adriana <aramos@ci.vernon.ca.us>

Subject: RE: VFD Excess Apparatus Available for Purchase

Chief Enriquez,

Per our conversation this morning the City of Compton is interested in purchasing the 1998 Spartan/LTI 105' without equipment for the \$60,000 price. We also want the Seagrave (Engine 7577/F107) without equipment but with hose for \$37,838 (\$35,000-Engine/ \$2838-Hose). In regards to the 2016 Ford Rescue Ambulance we are not interested. Thank you and be safe.

From: Jim Enriquez [<mailto:JEnriquez@ci.vernon.ca.us>]

Sent: Thursday, September 24, 2020 10:41 AM

To: Ronerick Simpson <RSimpson@comptonfire.org>

Cc: Fandino, Carlos <CFandino@ci.vernon.ca.us>; Williams, Scott <swilliams@ci.vernon.ca.us>; Figueroa, Diana <dfigueroa@ci.vernon.ca.us>; Hernandez, Lilia <lhernandez@ci.vernon.ca.us>; Painton, Todd BC <TPainton@ci.vernon.ca.us>; Langer, Michael Capt <MLanger@ci.vernon.ca.us>; Ramos, Adriana <aramos@ci.vernon.ca.us>

Subject: VFD Excess Apparatus Available for Purchase

Chief Simpson:

A few weeks ago Compton BC Jim McCombs assessed VFD excess apparatus and equipment, indicating interest in several vehicles and equipment. After determining the specific VFD apparatus/equipment that will transfer to the Los Angeles County FD as part of the transition, Vernon City Administrator Carlos Fandino approved the following items available for purchase at fair market value (FMV):

1998 Spartan/LTI 105' (recently UL certified), equipped, Hurst compliment (2014 hydraulic quad unit with reels), without SCBA and Portable Radios	FMV = \$90,000
2002 Seagrave pumper, equipped, without SCBA and Portable Radios.	FMV = \$51,388
2016 Ford Rescue Ambulance (34,662 miles)	FMV = \$118,000

As you are aware, listed apparatus and equipment remain in service, however, will become immediately available following VFD transition to LAC. If you/City of Compton agrees to the FMV for each listed item, we will begin facilitating required protocols in advance of our transition scheduled on October 21, 2020.

Please confirm your intent as soon as possible.

Thank you.

Jim

Jim Enriquez
Interim Fire Chief
City of Vernon

4305 Santa Fe Avenue
Vernon, CA 90058
C – (323) 427 -9157
O - (323) 583-8811 ext. x287
JEnriquez@ci.vernon.ca.us



CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner.

Exhibit D – Liability Release Agreement

City of Compton ("COC"), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon ("Vernon"), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the purchase of one (1) 2002 Seagrave ("Engine") and one (1) 1998 Spartan/LTI ("Truck"), described in Exhibit A and referred to collectively as the "Equipment".

On behalf of its officers, owners, agents, and employees, COC agrees not to make any claim against, sue, attach the property of, or prosecute Vernon or its elected officials, officers, agents, employees, or volunteers, for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of COC's acceptance, retention, use, ownership, sale, or transfer of the Equipment.

COC further acknowledges that Vernon makes no guarantee or warranty for the Equipment. The Equipment is accepted in an "as is" condition.

COC voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of COC, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this release document.

City of Compton

Cecil Rhambo
City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

Date

**PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF MONTEBELLO
AND
CITY OF VERNON**

This Purchase and Sale Agreement is made and entered into this _____ day of _____, 2020 between the CITY OF MONTEBELLO, a municipal corporation, hereinafter referred to as "BUYER", and CITY OF VERNON, a California charter City and California municipal corporation, hereinafter referred to as "SELLER". BUYER and SELLER may be referred to in this Agreement individually as "Party" and jointly as "Parties."

I. Recitals

- A. SELLER has solicited a proposal for two (2) 2009 Seagraves ("Engine"), one (1) 2017 Hurst E-Draulic Cutter with accessories, one (1) 2014 Hurst Quad Power Unit with accessories, one (1) Rescue 42s Kit, two (2) Chainsaws, two (2) Rope Bags and MPD's (2 with saddle bags), four (4) Positive Pressure Fans, one (1) set of Milwaukee Hand Power Tools and one (1) Air Bag Set with controllers, as described in Exhibit A "Equipment", attached hereto (collectively referred to as "Equipment");
- B. SELLER has provided BUYER with pricing on Equipment in the total amount of \$366,960 as set forth in Exhibit B "Price" attached hereto;
- C. BUYER has submitted a proposal to purchase the Equipment from SELLER, attached hereto as Exhibit C;
- D. BUYER has executed a Liability Release Agreement, attached hereto as Exhibit D.

NOW, THEREFORE, Parties agree as follows:

II. General Provisions

A. Assignment

Parties shall not assign all or any part of this Agreement and/or make any subcontract to perform any obligation hereunder, either in whole or in part, without the prior written consent of the Parties.

B. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

C. Compliance with Laws

Parties shall perform their respective obligations as set forth in this Agreement pursuant to all applicable Federal, State, and local statutes, regulations, and ordinances whether now in force or hereinafter enacted.

D. Conflicts or Inconsistencies

Exhibit D shall take precedence in the event of any conflict or inconsistency between the terms of Exhibit D and this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Exhibit, the terms of this Agreement shall strictly prevail.

E. Dispute Resolution

1. **Administrative Remedies.** Disputes regarding the interpretation or application of this Agreement shall first be submitted to the other Party for investigation and resolution. The Parties will make a good faith and reasonable effort to reach an agreeable resolution. Any disputes that cannot be resolved in that manner shall be submitted to non-binding arbitration as set forth in the Formal Remedies below.
2. **Formal Remedies.** In the event the Administrative Remedy does not resolve the dispute, the alleged injured Party may, but is not required to as a condition of pursuing any legal remedies, serve a demand for arbitration on the Party claimed to be in default ("Defaulting Party"). The Parties will continue to perform obligations under this Agreement so long as the Defaulting Party diligently commences to cure the alleged default in the event there is imminent danger to the public health, safety or general welfare resulting from the default, the Defaulting Party shall take immediate action to cure the immediate threat. Within five (5) business days of receipt of the demand, and providing the default remains uncured, the matter shall be submitted to non-binding arbitration. The Parties shall make reasonable efforts to jointly select an arbitrator using any reasonable method including selection by chance. The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure section 1280 et seq.) The arbitrator shall render a decision with written findings. The costs of arbitration (excluding each Party's own costs) shall be borne by the Parties equally. Either Party that is not satisfied with the arbitrator's decision shall be entitled to pursue all remedies available in a court of law or equity.

F. Documentation

PARTIES shall maintain complete and accurate records with respect to ownership and transfer of Equipment and the costs incurred under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment made under this Agreement. All such records shall be provided to requesting Party within ten (10) days of request.

G. Effective Date and Term

This Agreement is effective as of the date of mutual execution, and shall remain in full force and effect until delivery of the Equipment to BUYER, and BUYER's removal of the Equipment from SELLER's property whereupon this Agreement shall terminate, subject to the survival of terms as provided herein.

H. Force Majeure

1. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party if the delayed Party shall within three (3) days of the commencement of such delay notify the other Party in writing of the causes of the delay.

2. The sole remedy shall be termination or an extension of the Agreement pursuant to this Section and neither Party shall not be entitled to recover damages against the other Party.

I. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Los Angeles.

J. Indemnity

1. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, BUYER will indemnify, defend and hold SELLER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the BUYER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
2. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, the SELLER will indemnify, defend and hold BUYER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the SELLER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
3. The provisions of this Section II.J shall survive the termination or expiration of this Agreement.

K. Independent Contractor

Parties and their respective employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the other Party.

L. Entire Agreement

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the Parties with respect to the subject matter herein.
2. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement that no representation, statement, or promise by any party which is not embodied herein shall be valid or binding.
3. Any modification of this Agreement shall be effective only if it is in writing signed by the Parties.

M. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

O. Termination

1. **Termination for Convenience.** Parties may terminate this Agreement for convenience by providing not less than ten (10) days prior written Notice of Termination to the other Party prior to payment and delivery of the Equipment. This Agreement may be terminated at any time upon mutual agreement of the Parties. In such events, Parties shall have no further rights hereunder.
2. **Cure Notice.** Either Party may provide a Notice to Cure Default, therein specifying the acts or omissions constituting the alleged default, and demanding that the default be cured within ten (10) days, to the other Party. If the default remains uncured, termination for cause shall be effective, without further notice, at the end of the default cure period.
3. **Termination for Cause.** Either Party may terminate this Agreement for cause immediately by providing a written Notice of Termination therein specifying the acts or omissions constituting the default, to the other Party. In such event, Parties shall have all other rights and remedies as provided by law.
4. **Payment.** SELLER shall reimburse BUYER for all amounts paid to SELLER within a reasonable time after termination of this Agreement.
5. **Release of Liability.** Termination or expiration of this Agreement does not release either Party from any and all claims, damages or other liability incurred prior to termination or expiration.

P. Waiver

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

III. Special Provisions

A. Acceptance

Acceptance of the Equipment shall be deemed to occur upon delivery of the keys to BUYER and BUYER's removal of the Equipment from the SELLER's property.

B. Insurance

SELLER shall maintain and provide proof of insurance coverage on the Equipment until such time SELLER delivers the Equipment to BUYER and

removes the Equipment from SELLER's property. SELLER's program of self-insurance approved by BUYER shall satisfy the requirements of this Section.

C. Ownership and Authority to Sell and Purchase

1. SELLER warrants that it owns the Equipment, free and clear of any encumbrances, and that it is authorized to sell Equipment to BUYER.
2. BUYER represents that it is authorized to purchase Equipment from SELLER.

D. Removal, Transportation, and Operation

1. SELLER, at its sole expense, shall provide reasonable instructions and documentation pertaining to the maintenance and operation of the Equipment to BUYER at the time of delivery and prior to BUYER removing the Equipment from SELLER's property.
2. BUYER, at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, and operating the Equipment.

E. Sale of Equipment

SELLER hereby sells to BUYER and BUYER hereby purchases from SELLER the Equipment for the price set forth in Exhibit B.

F. Title and Risk of Loss

1. Title to and risk of loss or damage to the Equipment purchased by BUYER will pass to BUYER upon delivery and removal of the Equipment from SELLER's property.
2. BUYER assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. SELLER will have no liability with respect to the Equipment sold to BUYER, including having no liability for indirect, incidental or consequential damages.

IV. Representatives and Signatories

A. Notices and Designated Representatives

1. Any and all notices, demands, invoices, and written communications between the Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective party's performance.
2. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

SELLER

City of Vernon
Finance Department
4305 Santa Fe Avenue
Vernon, CA 90058
Scott Williams, Finance Director
323.583.8811 ext: 849
SWilliams@ci.vernon.ca.us

BUYER

City of Montebello
City Administration
1600 West Beverly Boulevard
Montebello, CA 90640
Rene Bobadilla, City Manager
323.887.1200
RBobadilla@cityofmontebello.com

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SELLER

Contractor Name: City of Vernon

Corporation Type: a California charter City and California municipal corporation

Printed Name: Carlos Fandino

Title: City Administrator

Signature: _____

ATTEST

Printed Name: Lisa Pope

Title: City Clerk

Signature: _____

APPROVED AS TO FORM

Printed Name: Arnold M. Alvarez-Glasman

Title: Interim City Attorney

Signature: _____

BUYER

City of Montebello

Corporation Type: _____

Printed Name: _____

Title: City Manager

Signature: _____

ATTEST

Printed Name: _____

Title: City Clerk

Signature: _____

Attachments (incorporated documents):

Exhibit A – Equipment

Exhibit B – Price

Exhibit C – Letter of Intent to Purchase

Exhibit D – Liability Release Agreement

Exhibit A – Equipment



FIRE DEPARTMENT

ENGINES AND EQUIPMENT DESCRIPTIONS

2009 Seagrave

Engine 7576

Vin#: 1F9EU28T79CST2114

License Plate: 1315445

Mileage: 61,350

2009 Seagrave

Engine 779

Vin#: S1F9EU28T59C T2113

License Plate: 1315444

Mileage: 66,250

Equipment

2017 Hurst E-Draulic Cutter, spreader, ram, batteries, battery charger, chains, tips, and accessories

2014 Hurst Quad Power Unit, cutter, spreader, ram, hoses w/quick couplers, chains, tips and accessories

Rescue 42s Kit

Two Chainsaws

Two Rope Bags and MPD's with saddle bags

Four Positive Pressure Fans

One set of Milwaukee Hand Power Tools

One Air Bag Set with controllers

Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT.

End of Exhibit A

Exhibit B – Price

I. Purchase Price

As full and complete consideration for the Equipment, BUYER shall pay the sum of Three Hundred Sixty-Six Thousand, Nine Hundred Sixty Dollars (\$366,960) USD, not including any applicable taxes and or fees to SELLER.

II. Taxes and Fees

BUYER is responsible to pay all applicable sales taxes and fees associated with the acquisition of Equipment.

III. Payment

BUYER shall make payment of the full purchase price to SELLER on or before the BUYER takes possession of the Equipment.

End of Exhibit B



Exhibit C - Letter of Intent to Purchase

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

August 19, 2020

Carlos Fandino
City Administrator
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

RE: Purchase by the City of Montebello of City of Vernon Surplus Fire Department
Apparatus and Equipment

Dear Mr. Fandino:

On behalf of the City of Montebello, I am writing a letter of intent from our Fire Department with respect to the purchase of the City of Vernon's surplus Fire apparatus and equipment. We appreciate the time and energy you and your team have afforded us in discussing this opportunity and the information that has been provided thus far (Attachment – "Apparatus and Equipment Form").

Based on the preliminary review of the information and the need of Montebello's Fire Department for replacement and reserve apparatus and equipment, we are proposing to purchase the 11 items identified on the "Apparatus and Equipment" form.

We look forward to completing the purchase of this much needed equipment for the total of \$426,960 (11 apparatus), contingent upon City Council's and other required administrative approvals by both cities.

If you have any questions regarding the Intent to Purchase, please contact Michael Solorza, Director of Finance at msolorza@cityofmontebello.com or via phone at (323) 887-1412.

Very truly yours,

René Bobadilla, P.E.
City Manager

Enclosure: Apparatus & Equipment LA County Transition Spreadsheet



APPARATUS & EQUIPMENT LA COUNTY TRANSITION

Total Value	Notes Engine/Equipment/Hose	100 SERIES / ENGINES	TRACKING NUMBER	APPARATUS	ALLOCATION
\$9,500	Needs service and repairs	Out of Service	F106	1998 Seagrave	Sell or donate
\$51,388	\$35,000/\$13,550/\$2838	Engine 7577	F107	2002 Seagrave	For Sale
\$26,800	Needs services and repairs	Out of Service	F108	2002 Seagrave	Sell or donate
\$161,980	\$135,000/\$21,680/\$5,300	Engine 7576	F109	2009 Seagrave	Montebello Fire
\$161,980	\$135,000/\$21,680/\$5,300	Engine 779	F110	2009 Seagrave	Montebello Fire
LA Co	Equipment/SCBA/Radios/Hose	Engine 777	F111	2016 Pierce	LA County Fire
LA Co	Equipment/SCBA/Radios/Hose	Engine 778	F112	2016 Pierce	LA County Fire

Total Value	Notes Engine/Equipment/Hose	200 SERIES / TRUCKS	TRACKING NUMBER	APPARATUS	ALLOCATION
\$60,000	UL Completed	Truck 7576	F202	1998 Spartan/LTI	Sell or donate
LA Co	Equipment/SCBA/Radios/Hose	Truck 776	F204	2018 Pierce	LA County Fire

Total Value	Notes Engine/Equipment/Hose	300 SERIES / SPECIAL VEHICLES	TRACKING NUMBER	APPARATUS	ALLOCATION
\$21,500	108,310 mi.	Rescue 7578	F303	2002 Ford	For Sale
LA Co	Equipment/SCBA	Decon 77 HMTrailer	F304	2003 Carson	LA County Fire
LA Co	Equipment/SCBA/Radios	HazMat 777	F306	2007 Spartan/SVI	LA County Fire
\$118,000	34,662 mi.	Rescue 778	F308	2016 Ford	For Sale
LA Co	Equipment/SCBA/Radios	US&R 778	F309	2016 Pierce	LA County Fire

Total Value	Notes Engine/Equipment/Hose	400 SERIES / STAFF VEHICLES	TRACKING NUMBER	APPARATUS	ALLOCATION
\$22,000	38,269 mi.	Battalion 7576	F404	2003 Excursion	For Sale
\$3,200	132,709 mi.	Prevention 76	F406	2009 Ford Escape	Montebello Fire
\$3,500	98,841 mi.	Prevention 78	F407	2009 Ford Escape	Montebello Fire
\$9,900	184,000 mi.	Training	F408	2009 Tahoe	Montebello Fire
\$24,500	47,587 mi.	Battalion 776	F409	2009 Suburban	Montebello Fire
\$3,500	98,019 mi.	Prevention 77	F410	2009 Ford Escape	Montebello Fire
\$34,800	68,600 mi.	Fire Chief 776	F411	2015 Chevy Crew	Montebello Fire

Total Value	Notes Engine/Equipment/Hose	500 SERIES / UTILITY TRUCKS	TRACKING NUMBER	APPARATUS	ALLOCATION
\$15,200	46,153 mi.	Utility 777	F502	2001 F350 Stake	Montebello Fire
\$4,200	29,000 mi.	Utility 778	F503	2004 F250 Crew	Montebello Fire
\$4,200	72,558 mi.	Utility 776	F504	2004 F250 Crew	Montebello Fire

Montebello Fire total \$426,960 (11 apparatus)
 For sale total \$281,888 (4 apparatus)
 Total possible recovery \$708,848

Exhibit D – Liability Release Agreement

City of Montebello ("COM"), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon ("Vernon"), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the purchase of two (2) 2009 Seagraves ("Engines"), one (1) 2017 Hurst E-Draulic Cutter with accessories, one (1) 2014 Hurst Quad Power Unit with accessories, one (1) Rescue 42s Kit, two (2) Chainsaws, two (2) Rope Bags and MPD's (2 with saddle bags), four (4) Positive Pressure Fans, one (1) set of Milwaukee Hand Power Tools and one (1) set of Air Bag Set with controllers described in Exhibit A and referred to collectively as the "Equipment".

On behalf of its officers, owners, agents, and employees, COM agrees not to make any claim against, sue, attach the property of, or prosecute Vernon or its elected officials, officers, agents, employees, or volunteers, for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of COM's acceptance, retention, use, ownership, sale, or transfer of the Equipment.

COM further acknowledges that Vernon makes no guarantee or warranty for the Equipment. The Equipment is accepted in an "as is" condition.

COM voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of COM, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this release document.

City of Montebello

Rene Bobadilla
City Manager
1600 West Beverly Boulevard
Montebello, CA 90640

Date

City Council Agenda Item Report

Agenda Item No. COV-419-2020

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: December 1, 2020

SUBJECT

Donation of Surplus Vernon Fire Apparatus to Local Fire Academies

Recommendation:

A. Approve and authorize the City Administrator to execute the Deed of Gift and Donation Agreement and Release with Rio Hondo Fire Academy, in substantially the same form as submitted, for the donation of one (1) 2002 Seagrave Engine with assigned hose complement and equipment; and
B. Approve and authorize the City Administrator to execute the Deed of Gift and Donation Agreement and Release with Verdugo Fire Academy/Glendale Community College, in substantially the same form as submitted, for the donation of one (1) 1998 Seagrave Engine with assigned hose complement and equipment.

Background:

With the recent transition of Vernon's Fire Services to the Consolidated Fire District of Los Angeles County (LA County Fire), certain vehicles that were not earmarked by LA County Fire for use remain at the City and are now considered as surplus. As such, the City seeks to convey two vehicles to local area fire academies. These academies rely on the donations of equipment from Area E Fire Agencies to educate and train the next generation of firefighters.

Staff recommends City Council approve the following:

*The donation of one (1) 2002 Seagrave Engine (Vin#: 1F9EC28T62CST2081) with an estimated value of \$26,800 to be conveyed to Rio Hondo Fire Academy (Rio Hondo).

*The donation of one (1) 1998 Seagrave Engine (Vin#: 1F9EC28T9WCST2016) with an estimated value of \$9,500 to be conveyed to Verdugo Fire Academy/Glendale Community College (Verdugo).

Vernon's donations of these Fire Engines will serve to support the region, and will greatly assist our local neighboring cities and partners who will someday benefit from the professional firefighters that receive their training from these academies.

The two separate Deeds of Gift and Donation/Release Agreements referenced in this report, for Rio Hondo and Verdugo (respectively), have been reviewed and approved by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Rio Hondo Deed of Gift & Donation Release](#)
2. [Verdugo Deed of Gift & Donation Release](#)



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

Deed of Gift

to Rio Hondo Community College Fire Academy

The City of Vernon (hereafter, “Donor”) hereby donates and conveys the physical property described below to Rio Hondo Community College Fire Academy, subject to the Donation Agreement and Release (“Agreement”) attached hereto and incorporated herein by reference, to use, retain or dispose of pursuant to the terms and conditions set forth in the Agreement.

1. Donor Information:

Agency Name: City of Vernon, City Administration Department
Agency Address: 4305 Santa Fe Avenue
Vernon, CA. 90058
Agency Contact: Carlos Fandino, City Administrator
Telephone Number: (323) 583-8811 ext. 228

2. Description of Property:

One (1) 2002 Seagrave Fire Engine (F108) with assigned hose complement and equipment. Radios, and breathing apparatus are excluded.

CITY OF VERNON

Carlos R. Fandino, Jr., City Administrator

Date

Teresa Dreyfuss, Superintendent/President

Date

Exclusively Industrial

Donation Agreement and Release

This Donation Agreement and Release (“Agreement”), conveying one (1) 2002 Seagrave Fire Engine with assigned hose complement and equipment (the “Property”), is entered into between the City of Vernon’s City Administration Department (“Donor”) and the Rio Hondo Community College Fire Academy (“Donee” and together with Donor, the “Parties”) with reference to the following:

Recitals

1. Donee is a regional Fire Academy located in Santa Fe Springs that relies on the donation of equipment from Area E Fire Agencies to educate and train the next generation of firefighters. Donee has solicited a donation for one 2002 Seagrave (F108) with assigned hose complement and equipment as described in Exhibit A “Equipment”, attached hereto (Equipment);
2. Donor has provided Donee with an estimated value on Equipment in the total amount of \$26,800 as set forth in Exhibit B “Value” attached hereto;
3. Donee has submitted written acknowledgement to accept the Equipment from Donor, attached hereto as Exhibit C;
4. Donor has provided Donee with a Liability Release Agreement, attached hereto as Exhibit D.

Agreement

1. Donor shall convey the Property to Donee upon approval of this Agreement by the City Council of the City of Vernon (the “City Council”) and upon full execution of the Agreement.
2. Conveyance of the Property shall be deemed to have occurred when Donee takes delivery thereof.
3. Donor does not warrant the Property to be fit for any particular purpose, and Donee accepts the Property “as is.”
4. Donee may inspect the Property at a time and place agreed upon by the Parties prior to delivery.
5. Upon delivery of the Property, Donor shall not be liable or in any other way responsible for any defects or for failure of the Property to perform its intended purpose. Nor shall Donor be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the Property or in any part thereof.

6. Donee shall defend, indemnify and hold harmless Donor, its officers, directors, elected officials, agents, employees and attorneys from and against all claims, suits and damages asserted by Donee and/or any third party arising out of or in any way related to the ownership, conveyance or use of the Property.
7. Donee represents that the Property will only be used for the purpose(s) described in the Recital(s) above, unless otherwise agreed to in writing by the Parties.
8. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to its conflict of laws rules.
9. By its signature below, Donee represents that it is a legal entity authorized to make and enter into contracts and that the signatory is authorized to bind Donee under this Agreement.

In witness whereof, the Parties hereto have executed the Agreement on the dates indicated below.

City of Vernon City Administration Department

By: _____
Carlos R. Fandino, Jr. Date

Attest:

Lisa Pope, City Clerk

Approved as to form:

Arnold M. Alvarez-Glasman,
Interim City Attorney

Rio Hondo College Fire Academy

By: _____
Teresa Dreyfuss, Superintendent/President Date



EQUIPMENT DESCRIPTION

2002 Seagrave

Engine F108

Vin#: 1F9EC28T62CST2081

License Plate: 1348867

Mileage: 59,610

Hours: 7,184

Equipment

Assigned hose, nozzles and fittings complement.

Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

DONOR MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT.

End of Exhibit A

Exhibit B – Value

I. Value

One (1) 2002 Seagrave (F108) Fire Engine current market value is estimated at \$23,000. Assigned hose and equipment complement is estimated at \$3,800. Consistent with a donation acceptance understanding for the Equipment, Donee shall not incur cost for the Equipment.

II. Taxes and Fees

Donee is responsible to pay all applicable sales taxes and fees associated with the acquisition of Equipment.

III. Liability Release Agreement

Donee shall provide a Liability Release Agreement to the Donor before the Donee takes possession of the Equipment.

End of Exhibit B

From: [Andrew Grzywa](#)
To: [Jim Enriquez](#)
Subject: Re: [EXTERNAL] Deed of Gift Acknowledgement Required
Date: Thursday, November 5, 2020 3:53:38 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Chief Enriquez,

Our sincere appreciation to you, city staff and the Vernon City Council for your assistance and generous consideration of this donation to the Rio Hondo College Fire Academy. We are very interested in taking possession of this generous donation, and will indeed accept this donation with our sincere thanks.

Please advise if anything else is required on our part in the matter, and again our thanks to you and the city of Vernon.

Chief Andy Grzywa MA, CFEI, EMT-P
Fire Academy Director
Rio Hondo College Fire Academy
11400 Greenstone Ave.
Santa Fe Springs, CA 90670
(562) 941-4082 Ext. 21
agrzywa@riohondo.edu

From: Jim Enriquez <JEnriquez@ci.vernon.ca.us>
Sent: Thursday, November 5, 2020 3:20 PM
To: Andrew Grzywa <AGrzywa@riohondo.edu>
Cc: Ramos, Adriana <aramos@ci.vernon.ca.us>; 'Craig Peltier' <cpeltier@glendale.edu>
Subject: [EXTERNAL] Deed of Gift Acknowledgement Required

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Chief Grzywa:

Please review the attached Deed of Gift Agreement to ensure listed information is correct; return corrected information if required. In addition, please return an email or document confirming your interest in accepting the listed Equipment as I will list your acknowledgement as "Exhibit C."

Upon return of your information before COB, Oct 10, I will package all related documents for Council approval on October 17 – signatures will be required thereafter.

If you have any questions, please call me at 909-544-0775.

Jim

From: Jim Enriquez <JEnriquez@ci.vernon.ca.us>
Sent: Monday, October 19, 2020 6:38 PM
To: Andrew Grzywa <AGrzywa@riohondo.edu>
Cc: mlanger@ci.vernon.ca.us <mlanger@ci.vernon.ca.us>
Subject: [EXTERNAL] RE: Engine Donation - Checking In

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

I tried to finalize donation-related documents before our cut-off time this past Thursday and get them on our October 20th Council Meeting, but I did not make it. For this reason, we will present all documents to Council on November 3rd.

Finally, following our transition, I will be retained part time by the City of Vernon to help finalize a couple of transactions and donations.

Jim

Jim Enriquez
Interim Fire Chief
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
C – (323) 427 -9157
O - (323) 583-8811 ext. x287
JEnriquez@ci.vernon.ca.us



From: Andrew Grzywa <AGrzywa@riohondo.edu>
Sent: Monday, October 19, 2020 10:51 AM
To: Jim Enriquez <JEnriquez@ci.vernon.ca.us>
Subject: Engine Donation - Checking In

Good Morning Jim,

I'm sure it's very busy there this week. I was just checking in to see if there is anything else you need us to do on our part regarding the possible donation of an engine to our academy. I again, appreciate all of your assistance with this and any other equipment donations. The city of Vernon has always been a great partner with Rio Hondo, and the FD will be missed, but as

we know, the community will be getting one of the best fire departments in the country.

On a side note, will the city be keeping you on contract for a bit after 10/21 to assist with any final issues or questions that might arise? I hope they do; I know from our La Habra transition that it would be a good idea.

Anyway, thanks again for everything Jim, let me know if anything is needed on our part, take care.....Andy

Chief Andy Grzywa MA, CFEI, EMT-P
Fire Academy Director
Rio Hondo College Fire Academy
11400 Greenstone Ave.
Santa Fe Springs, CA 90670
(562) 941-4082 Ext. 21
agrzywa@riohondo.edu

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner.

Exhibit D – Liability Release Agreement

Rio Hondo Community College Fire Academy ("Donee"), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon ("Donor), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the donation of one (1) 2002 Seagrave Fire Engine FI 08 with hose and equipment complement described in Exhibit A and referred to collectively as the "Equipment";

On behalf of its officers, owners, agents, and employees, Donee agrees not to make any claim against, sue, attach the property of, or prosecute Donor or its elected officials, officers, agents, employees, or volunteers, for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of Donee's acceptance, retention, use, ownership, sale, or transfer of the Equipment.

Donee further acknowledges that Donor makes no guarantee or warranty for the Equipment. The Equipment is accepted in an "as is" condition.

Donee voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of Donee, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this release document.

Rio Hondo Community College Fire Academy

Teresa Dreyfuss
Superintendent/President
11400 Greenstone Avenue
Santa Fe Springs, CA 90670

Date



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

Deed of Gift

to Verdugo Fire Academy/Glendale Community College

The City of Vernon (hereafter, “Donor”) hereby donates and conveys the physical property described below to Verdugo Fire Academy/Glendale Community College subject to the Donation Agreement and Release (“Agreement”) attached hereto and incorporated herein by reference, to use, retain or dispose of pursuant to the terms and conditions set forth in the Agreement.

1. Donor Information:

Agency Name: City of Vernon, City Administration Department
Agency Address: 4305 Santa Fe Avenue
Vernon, CA. 90058
Agency Contact: Carlos Fandino, City Administrator
Telephone Number: (323) 583-8811 ext. 228

2. Description of Property:

One (1) 1998 Seagrave Fire Engine (F106) with assigned hose complement and equipment. Radios, and breathing apparatus are excluded.

CITY OF VERNON

Carlos R. Fandino, Jr., City Administrator

Date

Susan Courtey, Business Service Director

Date

Exclusively Industrial

Donation Agreement and Release

This Donation Agreement and Release (“Agreement”), conveying one (1) 1998 Seagrave Fire Engine with assigned hose complement and equipment (the “Property”), is entered into between the City of Vernon’s City Administration Department (“Donor”) and the Verdugo Fire Academy/Glendale Community College (“Donee” and together with Donor, the “Parties”) with reference to the following:

Recitals

1. Donee is a regional Fire Academy located in Glendale that relies on the donation of equipment from Area E Fire Agencies to educate and train the next generation of firefighters. Donee has solicited a donation for one 1998 Seagrave (F106) with assigned hose complement and equipment as described in Exhibit A “Equipment”, attached hereto (Equipment);
2. Donor has provided Donee with an estimated value on Equipment in the total amount of \$9,500 as set forth in Exhibit B “Value” attached hereto;
3. Donee has submitted written acknowledgement to accept the Equipment from Donor, attached hereto as Exhibit C;
4. Donor has provided Donee with a Liability Release Agreement, attached hereto as Exhibit D.

Agreement

1. Donor shall convey the Property to Donee upon approval of this Agreement by the City Council of the City of Vernon (the “City Council”) and upon full execution of the Agreement.
2. Conveyance of the Property shall be deemed to have occurred when Donee takes delivery thereof.
3. Donor does not warrant the Property to be fit for any particular purpose, and Donee accepts the Property “as is.”
4. Donee may inspect the Property at a time and place agreed upon by the Parties prior to delivery.
5. Upon delivery of the Property, Donor shall not be liable or in any other way responsible for any defects or for failure of the Property to perform its intended purpose. Nor shall Donor be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the Property or in any part thereof.

6. Donee shall defend, indemnify and hold harmless Donor, its officers, directors, elected officials, agents, employees and attorneys from and against all claims, suits and damages asserted by Donee and/or any third party arising out of or in any way related to the ownership, conveyance or use of the Property.
7. Donee represents that the Property will only be used for the purpose(s) described in the Recital(s) above, unless otherwise agreed to in writing by the Parties.
8. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to its conflict of laws rules.
9. By its signature below, Donee represents that it is a legal entity authorized to make and enter into contracts and that the signatory is authorized to bind Donee under this Agreement.

In witness whereof, the Parties hereto have executed the Agreement on the dates indicated below.

City of Vernon City Administration Department

By: _____
Carlos R. Fandino, Jr. Date _____

Attest:

Lisa Pope, City Clerk

Approved as to form:

Arnold M. Alvarez-Glasman,
Interim City Attorney

Verdugo Fire Academy/Glendale Community College

By: _____
Susan Courtney, Business Service Director Date _____



EQUIPMENT DESCRIPTION

1998 Seagrave

Engine F106

Vin#: 1F9EC28T9WCST2016

License Plate: 053972

Mileage: 78,651

Hours: 7,783

Equipment

Assigned hose, nozzles and fittings complement.

Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

DONOR MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT.

End of Exhibit A

Exhibit B – Value

I. Value

One (1) 1998 Seagrave (F106) Fire Engine current market value is estimated at \$8,000. Assigned hose and equipment complement is estimated at \$1,500. Consistent with a donation acceptance understanding for the Equipment, Donee shall not incur cost for the Equipment.

II. Taxes and Fees

Donee is responsible to pay all applicable sales taxes and fees associated with the acquisition of Equipment.

III. Liability Release Agreement

Donee shall provide a Liability Release Agreement to the Donor before the Donee takes possession of the Equipment.

End of Exhibit B



SUPERINTENDENT / PRESIDENT
DR. DAVID VIAR

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BOARD OF TRUSTEES

Sevan Benlian • Yvette Vartanian Davis • Dr. Armine Hacopian • Desireé Portillo Rabinov • Ann H. Ransford

Exhibit C – Letter of Interest

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Re: Letter of Interest

To whom it may concern:

Glendale Community College District hereby expresses interest in accepting the follow items for its Verdugo Fire Academy Program:

1998 Seagrave

Engine F106
Vin#: TBD
License Plate: TBD
Mileage: TBD

Equipment

Assigned hose, nozzles and fittings complement.

The District appreciates this support of our academic program.

Very truly yours,

Susan Courtey

Susan Courtey
Director, Business Services
Glendale Community College
1500 N Verdugo Rd
Glendale, CA 91208
Direct (818) 551 5124
Fax (818) 551 5289
Email susan@glendale.edu

Exhibit D – Liability Release Agreement

Verdugo Fire Academy/Glendale Community College ("Donee"), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon ("Donor), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the donation of one (1) 1998 Seagrave Fire Engine (F-106) with hose and equipment complement described in Exhibit A and referred to collectively as the "Equipment";

On behalf of its officers, owners, agents, and employees, Donee agrees not to make any claim against, sue, attach the property of, or prosecute Donor or its elected officials, officers, agents, employees, or volunteers, for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of Donee's acceptance, retention, use, ownership, sale, or transfer of the Equipment.

Donee further acknowledges that Donor makes no guarantee or warranty for the Equipment. The Equipment is accepted in an "as is" condition.

Donee voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of Donee, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this release document.

Verdugo Fire Academy/Glendale Community College

Susan Courtey
Business Service Director
Glendale Community College
1500 N Verdugo Rd
Glendale, CA. 91208

Date

City Council Agenda Item Report

Agenda Item No. COV-412-2020

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: December 1, 2020

SUBJECT

Amendments to the Classification and Compensation Plan

Recommendation:

A. Approve new job descriptions for the positions of Code Enforcement Officer and Utilities Program Analyst; and

B. Adopt Resolution No. 2020-42 amending Exhibit C of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 and as amended by Resolution Nos. 2020-28, 2020-29, and 2020-32 to add new classifications and associated salary ranges.

Background:

City Departments consistently review their organizational structures and staffing to ensure resource efficiency and seamless service. Based on recent review of operational needs, two new classifications and associated salary ranges, and revised job descriptions are necessary in the Departments of Public Works and Public Utilities. The new positions will augment each department's existing configuration.

PUBLIC WORKS

Code Enforcement Officer is a single incumbent classification that will conduct a wide range of field work related to enforcement of the City Municipal Code and adopted ordinances. This position is critical to educating property owners and business operators in bringing them into compliance with the codes and ordinances for the safety of their employees and the community and to help improve and maintain the appearance of the City. Establishment of this position will provide a dedicated resource to address community maintenance issues and will improve the response time and service provided by existing building and planning division inspection personnel. The goal in creating this position is to help increase safety, aesthetics, and customer service in Vernon.

The recommended salary range for the Code Enforcement Officer classification is Pay Grade G 22 (Monthly Salary \$5,778 - \$7,023).

PUBLIC UTILITIES

A new single incumbent classification of Utilities Program Analyst is recommended to assist in Public Utilities with a variety of program management responsibilities primary focused in the Electrical Engineering Division. The incumbent will be responsible for handling the technical processing of Joint Poll Authorization agreement revenues, expenses, and attachments to utility infrastructure. This work has historically been assigned to professional level Engineering staff. However, this work does not require engineering expertise. This will enable Electrical Engineering Staff to focus more on engineering responsibilities and electric capital improvement projects. Additionally, this position will provide program administration for the City's fiber optic services as well as assist with Requests for Proposals and will be assigned a variety of analytical work throughout the Department.

The recommended salary range for the Utilities Program Analyst classification is Pay Grade G 28 (Monthly Salary \$7,742 - \$9,411).

Fiscal Impact:

The estimated total annual cost for the Code Enforcement Officer is approximately \$78,487, including salary and benefits (\$69,330 base salary and \$9,157 in benefit costs), resulting in an increase to the department's overall budget. The Public Works Department has sufficient salary savings from vacant positions to fund the proposed new classification and recommended salary.

There is no additional cost for the Utilities Program Analyst. The Stormwater Special Projects Analyst incumbent will be reclassified to the Utilities Program Analyst position to more accurately reflect the duties and responsibilities being performed. The salary grade remains the same.

Attachments:

1. [Code Enforcement Officer Job Description](#)
2. [Utilities Program Analyst Job Description](#)
3. [Resolution No. 2020-42](#)



JOB DESCRIPTION

Code Enforcement Officer

Date Prepared: September 2020

Class Code: 7237

SUMMARY: Under basic supervision, to perform technical office duties and a wide range of field work associated with the enforcement of the City's municipal code, and other related codes and adopted ordinances, dealing with code violations including but not limited to, zoning, land use, business license and permitting regulations, building, housing, dangerous buildings, inoperable vehicles, noise, litter, sanitation, weeds and other public nuisance code provisions to ensure compliance with municipal code regulations, local and adopted ordinances, and state and federal laws and regulations.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Conducts field inspections for violations of and ensures compliance with various City codes and ordinances including but not limited to, nuisances, zoning, building codes, property maintenance, weed abatement, inoperable vehicles, substandard housing, dangerous buildings, health and safety, and business license and permits.
- Performs zoning, land use and code enforcement inspections; issues written notices of violation, compliance orders and/or administrative and/or misdemeanor citations; serves as a witness regarding any administrative or criminal proceedings and appeals to enforcement cases.
- Receives, logs, and investigates complaints and surveys the City for possible code violations.
- Inspects dwellings, buildings, vacant lots, businesses and commercial properties for violations of applicable City ordinances, codes, resolutions, regulations and applicable local law.
- Prepares reports, case logs and notices regarding related ordinance and code violations.
- Performs administrative proceedings, including administrative abatements as required; prepares requests and declarations in support for Inspection and/or Abatement Warrants, as required; and documents and coordinates billing for costs incurred by the City in these efforts, as allowed by law.
- Assists in the coordination of inspection activities with other City departments, divisions and outside local, state and federal regulatory agencies.
- Assists the public at the permit counter; provides general information; advises and interprets codes to the general public, contractors, engineers, architects and others as required.
- Assists in the preparation of new regulations; recommends revisions of existing regulations.
- Maintains inspection records, photographs, and documentation on an automated data base.
- Maintains public records for public examination.
- Attends various seminars and training courses for professional development.
- Supports the relationship between the City of Vernon and the general public by demonstrating professional, courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND two (2) years of experience in the area of interpretation, analysis, and enforcement of municipal codes and ordinances, field inspections, investigations and compliant procedures, with extensive public contact experience.

Knowledge of:

- City laws, organization, operations, policies, and procedures.
- Land use, zoning, health and safety and other related codes, ordinances, and regulations.
- Investigative and persuasive techniques, effective public contact skills, basic computer operation and report writing skills.
- P.C. 832 rules of evidence and related procedures.
- Techniques of investigation, including right-of-entry, interviewing and fact finding.
- English grammar and methods of report writing.
- Basic map reading and related legal descriptions of real property.
- General provisions of housing, building, electrical, plumbing, mechanical codes and ordinances, as well as related technical local and state codes and regulations.
- Methods of investigation used in code enforcement.
- Customer service standards and protocols.

Skill in:

- Explaining Code regulations, including what constitutes a code violation, and explaining the required underlying correction(s).
- Researching, compiling and reviewing moderately technical information related to City land use ordinances.
- Maintaining computer and paper records, including receiving and logging complaints with pertinent and relevant information, and prepare reports.
- Interpreting applicable City codes, ordinances, resolutions, regulations and policies.
- Compiling and reviewing technical information on code violations and investigations, including conducting research and interpreting applicable building plans and permits, land use entitlements, and business license permits, or lack thereof.
- Government and legislative due process.
- Handling administrative citation and misdemeanor complaint proceedings.
- Conducting effective investigations, and properly documenting results of field inspections and findings.
- Researching, extracting and retrieving appropriate data from other departments and divisions, and outside agencies.
- Following verbal and written instructions and procedures.
- Communicating effectively verbally and in writing.
- Preparing clear and concise reports, correspondence and other written materials.

Dealing professionally, tactfully and courteously with the public.

- Coordination with utilities.
- Maintaining of all public records for public examination.
- Maintaining of inspection records, photographs, and documentation on an automated data base.
- Establishing and maintaining cooperative working relationships with supervisors, co-workers, property owners, business owners, building tenants, business and property management, contractors, external public and private organizations and the general public.

LICENSE AND CERTIFICATION REQUIREMENTS:

Possession of a Level 3 P.C. 832 Peace Officer's Standards and Training (POST) Certificate is required. A valid class C California State Driver's License is required.

Possession of any combination of California Association of Code Enforcement Officers (CACEO) or American Association of Code Enforcement (AACAE) Zoning Enforcement Officer and Property Maintenance & Housing Inspector certificates are highly desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in primarily in an outdoor work environment where there may be extreme temperatures, exposure to sun, dirt and/or dust, as well as in a normal office environment. May be exposed to dangerous machinery, extreme weather conditions and hazardous chemicals. May be required to climb ladders, work within confined spaces and/or trenches.



JOB DESCRIPTION

Utilities Program Analyst

Date Prepared: October 2020

Class Code: 8132

SUMMARY: Under general supervision, analyzes, coordinates and administers Department programs and assignments. Performs a variety of experienced journey level analytical, technical, complex and administrative tasks in support of the City's Public Utilities Department; work requires the exercise of independent judgment, analysis, initiative and discretion based on knowledge of administrative policies and procedures and the municipal organization in performing daily activities.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Performs Joint Pole Authorization (JPA) related work tasks including pole replacements, generation of JPA forms, finalization, invoicing and authorization for power and communications attachments; Facilitates and coordinates application and approval process of wireless communication facilities attachments (small cell) to utility owned infrastructure. Keeps records of all JPA transactions, submittals, and correspondence and integrates into work order system as required. Populates Utilities database records based on Final JPAs and as-built drawings.
- Prepares, reviews, and distributes monthly invoices for Fiber Optics residential, business, and dark fiber customers. Keep records of existing customers and all fiber optic system records.
- Corresponds with potential new Fiber Optics customers and existing customers to address customer service inquiries, assists in scheduling of installations, cancellations of service, and processing of new customer applications. Assists in the management of customer accounts. Interfaces on a regular basis with Engineering, Transmission & Distribution Operational Divisions, and Maintenance Divisions of the Public Utilities Department to assist in the development, implementation and administration of goals, objectives, programs, projects, policies and priorities.
- Prepares program and project progress reports, tracking and documentation information for management; Maintains departmental records, files and databases, applies and facilitates the record retention program and assists in preparation of a variety of recurring, ad hoc and complex reports and analysis; Assists in preparation of responses to public records act requests.
- Participates in department utility delivery services programs and projects; develops, updates, evaluates and reviews work programs, procedures, standards, rules, regulations and submittals for compliance with various industry, department, City, state, and federal requirements.
- Assists with field and construction site inspections.
- Assists with the process to develop specifications, work scopes and justification for procurement projects including internal memorandum, requests for proposal and requests for bid; Assists with the preparation, evaluation, and editorial review of City memorandum, including selection of competitive bid and competitive selection submittals for utility contracts and equipment.
- Facilitates, attends, and participates in division, department, City and utility industry meetings as assigned.
- Identifies, recommends, and implements new strategies, ordinances, policies, technical manuals; Assists in development of plans, procedures, mapping and instruction manuals related to assigned area.
- Performs a variety of professional level research, administrative, operational and analytical duties in support of assigned division and department; Identifies issues, collects data, analyzes alternatives and makes

recommendations as to appropriate action, presents reports, participates in special programs, projects and assignments.

- Assists in the administrative process of the division and department; Reviews invoices, purchase requisitions, contracts and payables; Coordinates with other divisions and departments as appropriate.
- Assists division and department in the processing of staff reports, memos, and other correspondence.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's Degree in Engineering, Business Administration, Public Administration or closely related field AND three years of professional level experience in public sector program administration/management, preferably in areas of engineering, regulatory compliance, or capital improvement program management.

Knowledge of:

- City organization, operations, policies, and procedures.
- Principles and practices of project management, records management and methods of evaluating program and contract compliance.
- Applicable State and federal codes and regulations governing utility programs and projects.
- Records management principles.
- Business computers and standard MS Office software applications.
- Customer service and public relations methods and practices.
- City Code, City Ordinances and Operating Manuals.
- Principles and practices of office administration.
- Telephone etiquette protocol.

Skill in:

- Collecting and analyzing data and information to draw logical conclusions and make effective recommendations.
- Coordinating special programs and projects in support of utility and administrative operations.
- Organizing and maintaining departmental records and filing systems.
- Administering contracts and assisting in the management of programs and special projects.
- Interpreting and applying state and federal statutes, codes, rules, and regulations.
- Communicating effectively both verbally and in writing.
- Interpreting and applying state and federal statutes, codes, rules, and regulations.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining cooperative working relationships to develop solutions for problems.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment and in internal and external environments and construction sites throughout the City with possibility of exposure to hazardous materials.

RESOLUTION NO. 2020-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
AMENDING EXHIBIT C OF THE CLASSIFICATION AND
COMPENSATION PLAN ADOPTED BY RESOLUTION NO. 2020-19 TO
ADD NEW CLASSIFICATIONS AND ASSOCIATED SALARY RANGES

SECTION 1. Recitals.

A. On June 2, 2020, the City Council adopted Resolution No. 2020-19, as amended by Resolution Nos. 2020-28, 2020-29, and 2020-32, adopting a Citywide Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

B. Based on review of operational and staffing needs, two new classifications and associated salary ranges, and job descriptions are necessary in the Departments of Public Works and Public Utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The Classification and Compensation Plan adopted by Resolution No. 2020-19, as amended by Resolution Nos. 2020-28, 2020-29 and 2020-32, is hereby amended to add new classifications and associated compensation for the positions of Code Enforcement Officer and Utilities Program Analyst, as shown in Exhibit A of this Resolution and referred to as Exhibit C of the City's Classification and Compensation Plan.

SECTION 4. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 1st day of December, 2020.

ATTEST:

LETICIA LOPEZ, Mayor

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ-GLASMAN,
Interim City Attorney



City of Vernon
Classification and Compensation Plan
Teamsters
Exhibit C
Fiscal Year: 2020-2021
Effective December 1, 2020

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC WORKS DEPARTMENT								
Building and Planning Division								
7237	Code Enforcement Officer	NE	G	22				
	Step 1				\$ 69,330	\$ 5,778	\$ 33.3317	\$ 2,666.54
	Step 2				\$ 72,797	\$ 6,066	\$ 34.9983	\$ 2,799.87
	Step 3				\$ 76,436	\$ 6,370	\$ 36.7483	\$ 2,939.86
	Step 4				\$ 80,258	\$ 6,688	\$ 38.5857	\$ 3,086.86
	Step 5				\$ 84,271	\$ 7,023	\$ 40.5150	\$ 3,241.20
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8132	Utilities Program Analyst	NE	G	28				
	Step 1				\$ 92,909	\$ 7,742	\$ 44.6678	\$ 3,573.42
	Step 2				\$ 97,554	\$ 8,130	\$ 46.9012	\$ 3,752.10
	Step 3				\$ 102,432	\$ 8,536	\$ 49.2463	\$ 3,939.70
	Step 4				\$ 107,554	\$ 8,963	\$ 51.7086	\$ 4,136.69
	Step 5				\$ 112,932	\$ 9,411	\$ 54.2940	\$ 4,343.52

 {a} - The annual and monthly salaries are reported as whole dollar without the cents ONLY for reporting purposes.



City of Vernon
Classification and Compensation Plan
Teamsters
Exhibit C
Fiscal Year: 2021-2022
Effective July 4, 2021

Resolution No. 2020-42
 Page 4 of 4

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC WORKS DEPARTMENT								
Building and Planning Division								
7237	Code Enforcement Officer	NE	G	22				
	Step 1				\$ 71,410	\$ 5,951	\$ 34.3317	\$ 2,746.54
	Step 2				\$ 74,980	\$ 6,248	\$ 36.0483	\$ 2,883.86
	Step 3				\$ 78,729	\$ 6,561	\$ 37.8507	\$ 3,028.06
	Step 4				\$ 82,666	\$ 6,889	\$ 39.7433	\$ 3,179.46
	Step 5				\$ 86,799	\$ 7,233	\$ 41.7304	\$ 3,338.43
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8132	Utilities Program Analyst	NE	G	28				
	Step 1				\$ 95,696	\$ 7,975	\$ 46.0078	\$ 3,680.62
	Step 2				\$ 100,481	\$ 8,373	\$ 48.3081	\$ 3,864.65
	Step 3				\$ 105,505	\$ 8,792	\$ 50.7235	\$ 4,057.88
	Step 4				\$ 110,780	\$ 9,232	\$ 53.2597	\$ 4,260.78
	Step 5				\$ 116,319	\$ 9,693	\$ 55.9227	\$ 4,473.81

 {a} - The annual and monthly salaries are reported as whole dollar without the cents ONLY for reporting purposes.

City Council Agenda Item Report

Agenda Item No. COV-429-2020

Submitted by: Scott Williams

Submitting Department: Finance/Treasury

Meeting Date: December 1, 2020

SUBJECT

Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning (ERP) Software System, Hosting, Implementation, and Support (Continued from November 17, 2020)

Recommendation:

Approve the Software as a Service Agreement with Tyler Technologies, Inc., in substantially the same form as submitted, for the purpose of an upgrade from the current Tyler ERP system (Eden) to a comprehensive ERP software system, which would include modules for Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS), with funds reserved for a project management consultant in an amount not-to-exceed \$3,439,726 for a three (3) year term.

Background:

This item was tabled from the November 17 meeting at the direction of the City Council to allot time for staff to address Council's request for additional information regarding funding options, allocation of cost between City departments, and time span of the project. Staff is now prepared to provide specific details regarding project implementation and costs associated to the various phases of the project.

In 2019, Public Works issued an Request for Proposals (RFP) for a Land Use, Permit and Inspection Tracking System. As one of the top proposers, Tyler Technologies, Inc. (Tyler) was invited to provide a software demonstration. During that demonstration, Tyler underscored the benefits of having an integrated system and established how EnerGov was the best qualified product to meet the needs specified in the RFP. Rather than procure the singular functionality offered with EnerGov without assessing its integration capabilities in greater detail, staff began to evaluate a "big picture" solution. Since, City Management staff has worked collaboratively to identify a solution that would meet specific departmental needs while upholding a path to a true and reliable integration of systems, resulting in a fully-functional Citywide ERP. A Software as a Service Agreement with Tyler is now being recommended for approval to accomplish the goal of an updated, cloud-based, comprehensive ERP software system which will include: Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS).

As an incentive to the City, Tyler offered to honor the City's current licenses for its Eden modules and a unique opportunity to upgrade to the Munis system in lieu of a new purchase. The City has a long-standing relationship with Tyler, having used the current Eden ERP software since 2006. However, the Eden ERP is already at its end-of-useful-life stage, which may cause data security issues. The City's existing software is supported by only 35 representatives nationwide, which causes delays in resolving system errors. Tyler's Munis ERP solution integrates core financial applications seamlessly by eliminating duplicate data entry, streamlining processes, and reducing the need for paper forms.

In order to position the City to leverage a fully integrated system, Tyler also presented Munis Utility Billing CIS as a solution for electric, gas, and water operations that would reduce duplication of labor and data. Tyler is the sole-source provider of a utility billing software that integrates with the Munis ERP. Likewise,

Tyler Digital Health Department (DHD) is the only option for the Health Department that is fully integrated with Munis. Tyler Technologies' proprietary access to the database would simplify the conversion process from Eden to Munis and minimize costs for the City.

Furthermore, there are savings and benefits in utilizing a hosted (cloud based) Tyler Munis ERP. Tyler would perform all maintenance, updates, backups, and system server security which would reduce the City's overtime, maintenance, and hardware costs. Information stored in Tyler's data centers has secure data transmission, fully-redundant telecommunications access, and electrical power. Tyler conducts annual penetration testing and maintains industry standard intrusion detection and prevention systems to monitor and block malicious activity and protect its clients' information.

Pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding through piggybacking, stating that competitive bidding shall not be required for contracts with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process. It is in the opinion of the Finance Director that it is to the advantage of the City to proceed with the proposed purchase in this manner. As such, the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

The City of Vernon is a member of a Joint Powers Authority known as Sourcewell, formerly known as NJPA. Sourcewell's analysts streamline the procurement process by developing requests for proposals that meet or exceed the purchasing requirements set forth by numerous local agencies, including the City of Vernon. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. In particular, Sourcewell Contract 110515-IT (Contract) gives access and special pricing for 10% discount on license fees. However, Tyler has offered to honor the current license fees paid by the City which results in a greater discount. It should also be noted that the three-year maximum agreement per the City's municipal code may be considered commercially unreasonable, since implementation and deployment will span up to three years. Therefore, an amendment to this Agreement would be presented to the Council at the end of its three-year term.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Total project cost as noted below will span several fiscal years and will be built into each fiscal year budget without the use of reserves.

The total cost of this implementation is estimated not-to-exceed \$3,439,726. This sum incorporates \$373,203 in recurring annual fees, \$1,934,820 in one-time implementation fees, \$819,000 reserved for three years of project management consulting to aid in the implementation, and \$312,703 as a contingency reserve. City staff will return to City Council for approval of a project management consulting agreement prior to formal kickoff of the project.

The 2020/2021 Information Technology department approved budget includes \$900,000 for EnerGov. Additionally, Vernon was awarded \$160,000 by the State of California to help with the cost of a new permit system. There are sufficient funds available to cover the remaining \$2,379,726 in capital requirements necessary to complete this upgrade.

Attachments:

1. [Software as a Service Agreement with Tyler Technologies, Inc.](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Vernon, California ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 20131.

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

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

WHEREAS, pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding as a piggyback contract, stating "(A) Competitive bidding shall not be required for the following: [...] (5) Contracts (a) with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process and, in the opinion of the Finance Director, it is to the advantage of the City to do so." As such the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Munis and EnerGov software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Vernon, 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 concurrent users (Munis) and named users (EnerGov and DHD) that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified 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, Schedule 2 (Munis), Schedule 3 (EnerGov) and Schedule 4 (DHD).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“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 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 Software, as applicable and attached as 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 – LICENSE GRANT AND SAAS SERVICES

1. Rights Granted.

1.1 We grant to you a license to use the Tyler Software, if and listed in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

1.2 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 or, for DHD modules set forth in Exhibit A, Schedule 4, the Annual Support and Hosting Statement of Work (the “Support SOW”) attached hereto as Exhibit G. 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) or the Support SOW, as applicable.

2. Fees. You agree to pay us the license fees and SaaS Fees in the amounts set forth in the Investment Summary. 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 either the Support SOW or Section C(9), below. For maintenance and support services provided pursuant to Section C(9), the SLA and our then current Support Call Process will also apply.

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. 18. 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. 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.

- 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 any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 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.

6.6 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.

6.7 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.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 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.

6.10 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.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

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 travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols, City Hall operating hours and/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 the Tyler Software set forth in Exhibit A Schedules 1 and 2, 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 telephone 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 major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

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. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

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 three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, to the extent permitted by Client's municipal code and/or as approved by the Vernon City Council, this Agreement may be renewed by written amendment to this Agreement at our then-current SaaS Fees. 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.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) 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 under this Agreement. 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, with each party bearing their own costs. 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. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Client Trademarks. For clients licensing DHD Tyler Software only:
 - a. During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.
 - b. Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

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

Exhibit A	Investment Summary Schedule 1: Migration Modules Schedule 2: Munis Investment Summary Schedule 3: EnerGov Investment Summary Schedule 4: DHD 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 Schedule 1: DocOrigin End User License Agreement Schedule 2: MyGovPay/VirtualPay and IVR
Exhibit E	Statement of Work
Exhibit F	Modifications
Exhibit G	Annual Support and Hosting Statement of Work (DHD Only)

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 Vernon, California

By: _____

By: _____

Name: _____

Name: Carlos Fandino

Title: _____

Title: City Administrator

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Vernon
4305 S. Santa Fe Avenue
Vernon, CA 90058
Attention: Finance Director

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney





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. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit A
Schedule 1
Migration Modules

Accounts Receivable Support
Contract Management Support
Fixed Assets Support
GL/AP/PG Support
GASB Support
Inventory Support
Payroll Support
Project Accounting Support
State Package Support
Tyler Output Processing Support
Applicant Tracking Support
Code Enforcement Support
Applicant Tracking Support Web
Human Resources Support
LaserFiche interface Support
Accounts Payable Support Web
Tyler Payments - Hosting Fee
Accounts Receivable Support Web
Business Licensing Support
Licensing Support Web
Parcel Manager Support
Bid & Quote Support
Permits & Inspections Support
Tyler Cashiering Support
Bid & Quote Support Web
Contract Management Support Web
CAFR Statement Builder Upgrade Support



Quoted By: Jason Cloutier
 Date: 10/14/2020
 Quote Expiration: 7/26/2020
 Quote Name: City of Vernon-ERP-Munis
 Quote Number: 2020-101542-3
 Quote Description: Munis Tyler Hosted (Updated 10/14/2020)

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
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Productivity:

Munis Analytics & Reporting	\$30,256.00	3.0	\$90,768.00	104
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Additional:

Accounting/GL	\$34,676.00	3.0	\$104,028.00	0
Accounts Payable	\$10,278.00	3.0	\$30,834.00	0
Budgeting	\$10,278.00	3.0	\$30,834.00	0
Capital Assets	\$9,893.00	3.0	\$29,679.00	0
Cash Management	\$7,121.00	3.0	\$21,363.00	0
Contract Management	\$4,446.00	3.0	\$13,338.00	0
Inventory	\$9,893.00	3.0	\$29,679.00	0
Project and Grant Accounting	\$7,151.00	3.0	\$21,453.00	0
Purchasing	\$17,259.00	3.0	\$51,777.00	0
ExecuTime Time & Attendance	\$6,782.00	3.0	\$20,346.00	0
ExecuTime Time & Attendance Mobile Access	\$1,798.00	3.0	\$5,394.00	0
Human Resource and Talent Management	\$3,835.00	3.0	\$11,505.00	0
Payroll w/ESS	\$4,738.00	3.0	\$14,214.00	0
Accounts Receivable	\$8,595.00	3.0	\$25,785.00	0
General Billing	\$4,730.00	3.0	\$14,190.00	0

Tyler Cashiering	\$12,910.00	3.0	\$38,730.00	0
Tyler Ready Forms Processing	\$8,017.00	3.0	\$24,051.00	0
Tyler Content Manager SE	\$12,512.00	3.0	\$37,536.00	0
eProcurement	\$6,782.00	3.0	\$20,346.00	0
UB Interface	\$1,836.00	3.0	\$5,508.00	0
Utility Billing CIS	\$8,341.00	3.0	\$25,023.00	0
IVR Gateway	\$4,663.00	3.0	\$13,989.00	0
Citizen Self Service	\$10,440.00	3.0	\$31,320.00	0
TOTAL:	\$237,230.00		\$711,690.00	104

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$119,655.00	256	\$44,800.00	\$20,000.00	\$184,455.00	\$0.00
Accounts Payable	\$35,467.00	72	\$12,600.00	\$0.00	\$48,067.00	\$0.00
Budgeting	\$35,467.00	96	\$16,800.00	\$0.00	\$52,267.00	\$0.00
Capital Assets	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Cash Management	\$24,573.00	72	\$12,600.00	\$0.00	\$37,173.00	\$0.00
Contract Management	\$15,346.00	56	\$9,800.00	\$0.00	\$25,146.00	\$0.00
Inventory	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Project & Grant Accounting	\$24,676.00	88	\$15,400.00	\$0.00	\$40,076.00	\$0.00
Purchasing	\$59,553.00	256	\$44,800.00	\$0.00	\$104,353.00	\$0.00

Human Capital Management:

ExecuTime Time & Attendance (350)	\$21,065.00	128	\$22,400.00	\$0.00	\$43,465.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$0.00
Human Resources & Talent Management	\$13,231.00	88	\$15,400.00	\$7,000.00	\$35,631.00	\$0.00
Payroll w/ESS	\$16,351.00	168	\$29,400.00	\$11,800.00	\$57,551.00	\$0.00

Revenue:

Accounts Receivable	\$29,663.00	168	\$29,400.00	\$0.00	\$59,063.00	\$0.00
General Billing	\$16,322.00	96	\$16,800.00	\$11,200.00	\$44,322.00	\$0.00
Tyler Cashiering	\$44,552.00	72	\$12,600.00	\$0.00	\$57,152.00	\$0.00
UB Interface	\$5,102.00	24	\$4,200.00	\$0.00	\$9,302.00	\$0.00
Utility Billing CIS	\$15,811.00	472	\$82,600.00	\$27,200.00	\$125,611.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	0	\$0.00	\$0.00	\$24,900.00	\$0.00
Tyler Content Manager SE	\$43,180.00	64	\$11,200.00	\$0.00	\$54,380.00	\$0.00
IVR Gateway	\$12,954.00	48	\$8,400.00	\$0.00	\$21,354.00	\$0.00
eProcurement	\$23,407.00	56	\$9,800.00	\$0.00	\$33,207.00	\$0.00
Citizen Self Service	\$29,663.00	96	\$16,800.00	\$0.00	\$46,463.00	\$0.00
Sub-Total:	\$684,801.00		\$455,000.00	\$77,200.00	\$1,217,001.00	\$0.00
<i>Less Discount:</i>	<i>\$478,561.00</i>		<i>\$0.00</i>	<i>\$38,600.00</i>	<i>\$517,161.00</i>	<i>\$0.00</i>
TOTAL:	\$206,240.00	2600	\$455,000.00	\$38,600.00	\$699,840.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification: Time of use electric billing - July 2022 Release (Version 2022.2)	1	\$60,000.00	\$0.00	\$60,000.00
Modification: KVAR billing calculation -- July 2022 Release (Version 2022.2)	1	\$10,000.00	\$0.00	\$10,000.00
Munis Executive Insights Implementation	1	\$10,500.00	\$0.00	\$10,500.00
Project Management	336	\$175.00	\$0.00	\$58,800.00
Tyler ReadyForms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$146,300.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$206,240.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$237,230.00
Total Tyler Services	\$639,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$847,790.00	\$237,230.00
Contract Total	\$1,559,480.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$156,180.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting Standard COA	\$3,000.00	\$1,500.00	\$1,500.00
Accounts Payable - Checks up to 5 years	\$4,500.00	\$2,250.00	\$2,250.00
Accounts Payable - Invoice up to 5 years	\$5,500.00	\$2,750.00	\$2,750.00
Accounts Payable Standard Master	\$3,000.00	\$1,500.00	\$1,500.00
General Billing - Bills up to 5 years	\$5,000.00	\$2,500.00	\$2,500.00
General Billing - Recurring Invoices	\$4,000.00	\$2,000.00	\$2,000.00
General Billing Std CID	\$2,200.00	\$1,100.00	\$1,100.00
Human Resources - Certifications	\$1,400.00	\$700.00	\$700.00
Human Resources - Education	\$1,400.00	\$700.00	\$700.00
Human Resources - PM Action History up to 5 years	\$1,400.00	\$700.00	\$700.00
Human Resources - Position Control	\$1,400.00	\$700.00	\$700.00
Human Resources - Recruiting	\$1,400.00	\$700.00	\$700.00
Payroll - Accrual Balances	\$1,500.00	\$750.00	\$750.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Check History up to 5 years	\$1,200.00	\$600.00	\$600.00
Payroll - Deductions	\$1,800.00	\$900.00	\$900.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$1,250.00	\$1,250.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Payroll - State Retirement Tables	\$1,400.00	\$700.00	\$700.00
Utility Billing - Assessments	\$1,200.00	\$600.00	\$600.00
Utility Billing - Backflow	\$1,200.00	\$600.00	\$600.00
Utility Billing - Balance Forward AR	\$5,600.00	\$2,800.00	\$2,800.00
Utility Billing - Budget Billing	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Consumption History up to 5 years	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Flat Inventory/Containers	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Service Orders	\$2,300.00	\$1,150.00	\$1,150.00
Utility Billing - Services	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Standard	\$4,100.00	\$2,050.00	\$2,050.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			\$38,600.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Additional:				
Socrata Open Finance	\$28,000.00	3.0	\$84,000.00	0
Tyler Detect	\$37,000.00	3.0	\$111,000.00	0
TOTAL:	\$65,000.00		\$195,000.00	0

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$7,000.00	\$0.00	\$7,000.00
Install Fee - Tyler Detect	1	\$1,000.00	\$0.00	\$1,000.00
TOTAL:				\$8,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,623.00	\$0.00	\$1,623.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,425.00</i>			<i>\$0.00</i>
TOTAL:				\$2,425.00			\$0.00

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	\$119,655.00	\$119,655.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Payable	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Budgeting	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Assets	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Management	\$24,573.00	\$0.00	\$24,573.00	\$0.00	\$0.00	\$0.00
Contract Management	\$15,346.00	\$15,346.00	\$0.00	\$0.00	\$0.00	\$0.00
Inventory	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Project & Grant Accounting	\$24,676.00	\$24,676.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing	\$59,553.00	\$59,553.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll/HR:						
ExecuTime Time & Attendance (350)	\$21,065.00	\$0.00	\$21,065.00	\$0.00	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	\$0.00	\$5,585.00	\$0.00	\$0.00	\$0.00
Human Resources & Talent Management	\$13,231.00	\$13,231.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll w/ESS	\$16,351.00	\$16,351.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue:						
Accounts Receivable	\$29,663.00	\$29,663.00	\$0.00	\$0.00	\$0.00	\$0.00
General Billing	\$16,322.00	\$16,322.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Cashiering	\$44,552.00	\$44,552.00	\$0.00	\$0.00	\$0.00	\$0.00
UB Interface	\$5,102.00	\$0.00	\$5,102.00	\$0.00	\$0.00	\$0.00
Utility Billing CIS	\$15,811.00	\$0.00	\$15,811.00	\$0.00	\$0.00	\$0.00
Productivity:						
Citizen Self Service	\$29,663.00	\$0.00	\$29,663.00	\$0.00	\$0.00	\$0.00
eProcurement	\$23,407.00	\$0.00	\$23,407.00	\$0.00	\$0.00	\$0.00
IVR Gateway	\$12,954.00	\$0.00	\$12,954.00	\$0.00	\$0.00	\$0.00
Tyler Content Manager SE	\$43,180.00	\$0.00	\$43,180.00	\$0.00	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	\$0.00	\$24,900.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$684,801.00	\$478,561.00	\$206,240.00	\$0.00	\$0.00	\$0.00

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler 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 Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

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

Tyler Content Manager SE 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.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

The Munis SaaS fees are based on 175 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.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect 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.



Quoted By: Christina Young
 Date: 10/13/2020
 Quote Expiration: 12/31/2020
 Quote Name: Vernon-ERP-EnerGov
 Quote Number: 2019-95055-2
 Quote Description: EnerGov - Full Suite - SaaS

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

Tyler 311/Incident Management - Software	3.0	\$17,600.00	0	\$0.00	\$0.00
EnerGov Community Development Suite (15) - Software	3.0	\$18,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov e-Reviews - Software	3.0	\$21,600.00	0	\$0.00	\$0.00
Tyler GIS (30) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov iG Workforce Apps (15) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Report Toolkit - Software	3.0	\$2,000.00	0	\$0.00	\$0.00
EnerGov Business Management Suite (5) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Content Management API - Software	3.0	\$3,200.00	0	\$0.00	\$0.00
EnerGovAdv Server Extensions Bundle - Software	3.0	\$6,400.00	0	\$0.00	\$0.00
TOTAL:		\$114,800.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

2019-95055-2 - EnerGov - Full Suite - SaaS

CONFIDENTIAL

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGovAdv Server Extensions Bundle	\$16,000.00	176	\$30,800.00	\$0.00	\$46,800.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	508	\$88,900.00	\$15,275.00	\$119,175.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	1280	\$224,000.00	\$34,075.00	\$303,075.00	\$0.00
EnerGov Content Management API	\$8,000.00	100	\$17,500.00	\$0.00	\$25,500.00	\$0.00
EnerGov e-Reviews	\$54,000.00	152	\$26,600.00	\$0.00	\$80,600.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	40	\$7,000.00	\$0.00	\$22,000.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	110	\$19,250.00	\$0.00	\$63,250.00	\$0.00
Tyler GIS (30)	\$15,000.00	0	\$0.00	\$0.00	\$15,000.00	\$0.00
Sub-Total:	\$287,000.00		\$430,850.00	\$49,350.00	\$767,200.00	\$0.00
<u>Less Discount:</u>	<u>\$39,300.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$39,300.00</u>	<u>\$0.00</u>
TOTAL:	\$247,700.00	2462	\$430,850.00	\$49,350.00	\$727,900.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Community Development Forms Library (5 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
Project Management	304	\$175.00	\$0.00	\$53,200.00
TOTAL:				\$73,600.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$247,700.00	\$0.00
Total SaaS	\$0.00	\$114,800.00
Total Tyler Services	\$553,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$801,500.00	\$114,800.00
Contract Total	\$1,145,900.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management	\$15,275.00	\$0.00	\$15,275.00
EnerGov Community Development	\$34,075.00	\$0.00	\$34,075.00
TOTAL:			\$49,350.00

Optional SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

Additional:

Tyler Content Manager SE-Software-	3.0	\$27,000.00	0	\$0.00	\$0.00
TOTAL:		\$27,000.00	0	\$0.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Productivity:

Tyler Content Manager SE	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00
TOTAL:	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Additional:

EnerGovAdv Server Extensions Bundle	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	\$16,800.00	\$18,200.00	\$0.00	\$0.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00
EnerGov Content Management API	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov e-Reviews	\$54,000.00	\$0.00	\$54,000.00	\$0.00	\$0.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	\$0.00	\$44,000.00	\$0.00	\$0.00	\$0.00
Tyler GIS (30)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$287,000.00	\$39,300.00	\$247,700.00	\$0.00	\$0.00	\$0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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

Comments

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.

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.

In the event Client acquires from Tyler any edition of Tyler 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 Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

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

Tyler Content Manager SE 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 Munis SaaS fees are based on 175 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.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the configuration of 15 unique business transactions, 15 template business transactions, 8 geo-rules and 8 automation events. Configuration elements beyond this will be owned by the client.

Comments

EnerGov Community Development: Tyler leads and owns the configuration of 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.

Services are listed as "not to exceed" per item



Quoted By: Christina Young
 Date: 10/14/2020
 Quote Expiration: 1/12/2021
 Quote Name: City of Vernon CA DHD
 Quote Number: 2020-113368
 Quote Description: City of Vernon CA DHD CUPA EH

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Health	3	\$178.00	10	\$21,360.00
Extensions:				
EnerGov Citizen Self Service - (CH) Inspection Downloads Only	3	\$88.00	Site License	\$1,051.00
	Sub-Total:			\$22,411.00
	Less Discount:			\$3,398.00
	TOTAL:			\$19,013.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Letters and Forms Development (5 pack)	4	\$6,250.00	\$25,000.00	\$0.00
Professional Implementation Services	510	\$185.00	\$94,350.00	\$0.00
TOTAL:			\$119,350.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$19,013.00
Total Tyler Services	\$119,350.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$119,350.00	\$19,013.00
Year One Contract Total	\$138,363.00	
Contract Total	\$176,389.00	

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

Comments

CUPA Programs

- CUPA configuration/implementation/PM/Training hours: 160 x \$185/hour
- Includes all hosting and data center services.
- Data Conversion from single source for Contact, Establishment, Permit, Inspection and Complaint Type.
- Training provided via webinar, optional onsite available (travel billed at actual cost plus applicable agency fees).

CUPA Programs

- Includes up to (10) Reports, Forms, Printable Documents for Permits, Inspections and Complaints related to each CUPA Program as listed below.
- Includes all standard and pre-formatted data reports listed in the Reporting and Analysis module and up to (5) Custom Reports.
 - Aboveground Petroleum Storage Act (APSA) Program
 - Area Plans for Hazardous Materials Emergencies
 - California Accidental Release Prevention (CalARP) Program
 - Hazardous Materials Release Response Plans and Inventories (Business Plans)
 - Hazardous Material Management Plan (HMMP) and Hazardous Material Inventory Statements (HMIS) (California Fire Code)
 - Hazardous Waste Generator and Onsite Hazardous Waste Treatment (tiered permitting) Programs
 - Underground Storage Tank Program
- Includes up to (5) annual report modifications, including State mandated form changes for CUPA programs.
- Includes all State mandated library modifications and fee updates for CUPA programs.
- Additional modules, users, new functionality billed at prevailing rates.
- CERS integration included.

Environmental Health Programs (Permits, Inspections, Violations)

Environmental Health Programs

EH configuration/implementation/PM/Training hours: 350 x \$185/hours
Up to (10) EH Reports, forms, documents

Food Program

- Vehicles
- Fixed Facility
- Film Permitting

Storm Water Program

- Compliance/Evaluations/Reviews

Solid Waste Program

- Vehicles/Yards/Sites
- Medical Wastes
- Household Hazardous Wastes

Comments

- E Wastes

Garment Program

- Manufacturing
- Commercial Laundry

Water/Waste-Water Systems

- Sampling/Monitoring
- Drinking Water
- Water supply
- Cross-connection/Back Flow
- Wells
- Liquid Wastes

Animal and Vector Control

- Traps/Inspections

Non-Food Vehicles

- Laundry Vehicles
- Offal/Rendering Vehicles
- Solid Waste Collection Vehicles
- Liquid Waste Vacuum Pumpers



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. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **License Fees.** License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
3. **Other Tyler Software and Services.**
 - 3.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 3.2 *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.
 - 3.3 *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.
 - 3.4 *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.
 - 3.5 *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.

3.6 *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.

4. Third Party Products.

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

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

4.4 *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.

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 at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the commencement of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1

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.

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle 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.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D
Schedule 1
DocOrigin End User License Agreement

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

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1. LICENSE TERMS

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Last Updated: July 22, 2017



Exhibit D
Schedule 2
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE



Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
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Exhibit E

Statement of Work

Tyler Technologies

Prepared for:

City of Vernon, CA
4305 S Santa Fe Ave
Vernon, CA 90058

Prepared by:

Jason Cloutier
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1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
DHD	Digital Health Department
EnerGov	Community Development
EnerGov	Business Management
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
Munis	Financial Management
Munis	Procurement
Munis	Human Capital Management
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services

1.3 Project Timeline

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

Phase	Functional Areas	Software Modules	Duration
1	Munis Financials	<ul style="list-style-type: none"> Accounting/GL Accounts Payable Budgeting Capital Assets Cash Management Contract Management Inventory Project & Grant Accounting Purchasing eProcurement 	12 months
1	Munis Productivity	<ul style="list-style-type: none"> Munis Analytics & Reporting Tyler Ready Forms Tyler Content Manager SE 	Included in Phase 1
2	Munis Human Capital Management & ExecuTime	<ul style="list-style-type: none"> Payroll w/Employee Self Service Human Resources & Talent Management ExecuTime Time & Attendance + Mobile Access 	9 months
3	Munis Utility Billing	<ul style="list-style-type: none"> Accounts Receivable General Billing Tyler Cashiering UB Interface Utility Billing CIS IVR Gateway 	12 months
4	EnerGov	<ul style="list-style-type: none"> EnerGov Advanced Server Extensions Bundle EnerGov Business Management Suite EnerGov Citizen Self Service – Business Management EnerGov Community Development Suite EnerGov Citizen Self Service – Community Development EnerGov e-Reviews EnerGov iG Workforce Apps EnerGov Report Toolkit Tyler GIS EnerGov Content Management API Tyler 311/Incident Management 	12 months
5	Digital Health Department	<ul style="list-style-type: none"> DHD/“EnerGov Community Health” Community Health Inspection Downloads 	12 months

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the 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.

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

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

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

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

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

3.2 Data Conversion

- The City is responsible for uploading their Eden database to Kiteworks and maintaining crosswalks of old to new codes. Validation logs will be provided with each conversion pass. Tyler and the City will work together to resolve validation errors.
- Multiple data passes will occur and it is the City's responsibility to review and verify the accuracy of each data conversion. Tyler will provide guidance and documentation on how to review data conversions.
- In some situations utilizing Munis imports is a more efficient process than conversions. Tyler's implementation staff will discuss the pros/cons of each import and conversion during the Assess & Define Stage of each Phase.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

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

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

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

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

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

4.2.3 Project/Phase Planning

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

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

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

4.2.4 Project Schedule

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

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

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

4.2.5 Stakeholder Presentation

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

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

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

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

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

4.3.2 Current/Future State Analysis

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

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

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

4.3.3 Data Conversion Planning & Mapping

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

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

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

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

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

4.3.5 Modification Analysis & Specification, if contracted

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

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

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

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

4.3.6 Forms & Reports Planning

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

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

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

4.3.7 System Deployment

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

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

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

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.

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

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

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

4.4.2 Data Conversion & Validation

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

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

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

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

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

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

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

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 User Acceptance Testing (UAT)

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

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

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

4.5.3 End User Training

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

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

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

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

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

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

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

4.6.2 Production Processing & Assistance

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

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

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

4.6.3 Transition to Tyler Support

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

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

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

4.6.4 Schedule Post-Production Services, if applicable

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

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

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

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

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

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the 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.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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

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

5.1.4 Tyler Implementation Consultant

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

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7 Tyler SaaS Technicians

- Provides maintenance of hosted server hardware, operating system, and Software Upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides systems management and disaster recovery services within hosting services.
- Adds new City users; SaaS determines user names incorporating a unique client identifier and user initials.
- Performs Tyler Software Upgrades through coordination with the City.

5.2 City Roles and Responsibilities

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 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.

- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The 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, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all 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 in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 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.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

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

5.2.6 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 Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.

- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

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

5.2.9 City Project Toolset Coordinator

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

5.2.10 City Change Management Lead

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

6 EnerGov Conversion Summary

6.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
 - Fees
 - Payments
 - Notes

6.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees

- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
 - Fees
 - Payments
 - Notes

7 Munis Conversion Summary

7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

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

7.5 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

7.6 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

7.7 General Billing CID

- Customer information

7.8 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

7.9 General Billing – Bills

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

7.10 Payroll

- 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

7.11 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.12 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

7.13 Payroll – 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

7.14 Payroll – 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.

7.15 Payroll – Earning/Deduction Hist.

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

7.16 Payroll – PM Action History

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

7.17 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.18 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.19 Payroll – Certifications

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

7.20 Payroll – Education

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

7.21 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

7.22 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

7.23 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

7.24 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one

balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.

- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

7.25 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

7.26 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

7.27 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

7.28 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

7.29 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

8 EnerGov Definitions

8.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

8.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

8.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	<ul style="list-style-type: none"> • Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

Fee Date	<ul style="list-style-type: none"> Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	<ul style="list-style-type: none"> A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	<ul style="list-style-type: none"> A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	<ul style="list-style-type: none"> A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	<ul style="list-style-type: none"> The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

8.4 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.5 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

8.6 “EnerGov SDK/API (Toolkits)”

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

9 Glossary

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

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

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



Exhibit F Modifications

Modification: Time of use electric billing.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$60,000.00
- Description: The City of Vernon has requested a modification to the MUNIS Utility Billing system to enable Time of Use electric billing using one single Service/Rate on the Account. MUNIS UB will be enhanced to allow for multiple Rate Tables to be defined for a single Rate Master. Using a new "TOU code" field on the Rate Table screen each Rate Table will be assigned to a Time of Use period. The TOU Codes will be new Miscellaneous codes (user definable) and will be used to distinguish one TOU period from another; examples, "On-Peak" and "Off-Peak". With these codes the total On-Peak KWH usage (or KW read) and total Off-Peak KWH usage (or KW read) can be collected/passed separately (per meter) from the meter reading system and be billed at their corresponding rates. MUNIS UB will not store interval readings or calculate the total KWH usage per TOU period, but instead will expect the total KWH (or KW) per TOU period per billing period to be passed from the meter reading solution. In this case it will be Itron MVRs-90, for which a new meter reading import file format will be created. Consumption units from each channel on the meter will be stored in consumption history and printed on the bill statement, along with the reading time, charge amount, and TOU code.

Modification: City of Vernon KVAR billing calculation.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$10,000.00
- Description: Additionally there will be a modification to match the City of Vernon KVAR billing calculation. A new KVAR charge calculation that 1) divides KWH by KW to determine hours, 2) divides KVAR by hours to establish a KVAR max, and 3) bills the difference between the KVAR max and 20% of peak KW against a rate. The modification will match the provided calculation.

KVAR Formula - See acct # 5918 Nature Finest

$$^1 \frac{\text{Kwh}}{\text{Kw}} = \text{HRS}$$

$$\frac{316978}{689} = 460 \text{ HRS}$$

$$^2 \text{KVAR} = \frac{\text{KVAR}}{\text{HRS}} = \text{KVAR MAX}$$

$$\frac{175722}{460} = 382 \text{ KVAR MAX}$$

$$^3 20\% \text{ of peak KW}$$

$$20\% \times 689 \text{ Kw} = 138 \text{ Kw}$$

$$^4 \text{KVAR MAX} - 20\% \text{ of Kw}$$

$$382 - 138 \text{ Kw} = 244 \times 0.206 \text{ rate} = \underline{\underline{\$50.26}}$$

See Bill



Exhibit G

Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Support tatement of Work and the Agreement, the terms and conditions of this Support Statement of Work shall prevail. This Support Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.
2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.
2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.
2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.
4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.
5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.
6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.
2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.
3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.
3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them

Role	Responsibilities
	through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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