



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, December 18, 2023

6:30 PM

Council Chambers

LACKEY STEPPER SEBASTIAN
MAYOR

RICK HOWARD
PLACE 1

ALLEN GRIMES
PLACE 4

PATRICK STALLINGS
CITY MANAGER

JOSE HERNANDEZ
PLACE 2

JON EPPS
PLACE 5

HAROLD MAGILL
PLACE 3 - MAYOR PRO TEM

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

1. Call to Order
2. Discuss Regular Session agenda items.
3. Discuss a proposed community engagement event.
4. Adjourn

REGULAR SESSION – 7:00 PM

5. Call to Order
6. Invocation
7. Pledge of Allegiance
8. Mayor's Report
9. Citizen's Comments

This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.

Consent Agenda

10. Consider approving the City Council meeting minutes: December 4, 2023.
11. Consider an Ordinance amending the Code of Ordinances at Chapter 11 “Health and Sanitation”, Article 11.02 “Food and Food Establishments,” at section 11.02.004 “Definition”; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.
12. Consider an Ordinance amending the Master Fee Schedule relating to fees for Fire Inspections required for mobile food vendors; and providing an effective date.
13. Consider a Resolution approving a Professional Services Agreement with Tyler Technologies Inc, providing for a one-time professional services charge of one hundred fifty-four thousand two hundred fifty-three dollars and zero cents (\$154,253.00) in year one and an annual software services fee of seventy-eight thousand seven hundred twenty-four dollars and zero cents (\$78,724.00) for each of three years of the initial term; authorizing the City Manager to execute the agreement and all necessary documents and to disburse the funds required.
14. Consider a Resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement with Kaufman County relating to land use regulation authority in the City’s extraterritorial jurisdiction; and providing an effective date.
15. Consider a Resolution authorizing the purchase of an angle broom and a stump grinder for a total purchase price not to exceed twenty six thousand eight hundred eight dollars and twenty four cents (\$26,808.24) from Associated Supply Company, Inc.; and authorizing the City Manager to execute all necessary documents and disburse the funds for said purchase.
16. Consider a Resolution authorizing the purchase of a Kubota RTV at a purchase price not to exceed eighteen thousand one hundred fifty nine dollars and forty cents (\$18,159.40) from Deen Kubota, LLC, authorizing the City Manager to execute all necessary documents and disburse the funds for said purchase.

Regular Agenda

17. Discuss and consider a Resolution authorizing the City Manager to sign a Master Intergovernmental Cooperative Purchasing Agreement with the Equalis Group LLC, a Delaware Limited Liability Company; and providing an effective date.
18. Discuss and consider approval of the Seagoville, Texas Santorini Public Improvement District Improvement Area #1 and Major Improvements Reimbursement Agreement.
19. Items of community interest and councilmember reports.
Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.

20. Discuss future agenda items.**21. Adjourn****CERTIFICATE**

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 14th day of November 2023, by 5 p.m.

Sara Egan, City Secretary

The City of Seagoville does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

UPCOMING DATES:

- City Facilities Closed:
 - December 25-26, Monday - Tuesday
 - January 1-2, Monday – Tuesday
- Monday, January 22, 2024 Regular City Council Meeting



TO: City Council
FROM: Mayor Sebastian
DATE: December 18, 2023
ITEM: 3
DESCRIPTION: Discuss a proposed community engagement event.

INTRODUCTION

The purpose of this item is for the City Council to discuss a proposed community engagement event.

BACKGROUND

The proposal is for the Mayor and City Council to host two Coffee Meets open to the public for the purpose of community engagement. This is an opportunity for the public to have access to their Mayor and Council Members in person.

Proposed Event Dates and Times:

- Thursday, January 4, 2024 at 7:30 a.m. in the Council Chambers
- Thursday, July 11, 2024 at 7:30 a.m. in the Council Chambers

FINANCIAL IMPACT

The City Council has funds available within the budget.





TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: December 18, 2023
ITEM: 10
DESCRIPTION: Consider approving the City Council meeting minutes: December 4, 2023.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. December 4, 2023 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, December 4, 2023

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Harold Magill, Councilmember Jose Hernandez, Councilmember Rick Howard, Councilmember Allen Grimes, and Councilmember Jon Epps

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, December 4, 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

Mayor Sebastian called the meeting to order at 6:30 p.m.

2. Discuss Regular Session agenda items.

Director of Community Development Bill Medina briefed the Council on item 10.

Julie Partain with Bracewell briefed the Council on items 11-12.

Councilmember Hernandez briefed the Council on item 14.

3. Adjourn

Mayor Sebastian adjourned the Work Session at 6:38 p.m.

REGULAR SESSION – 7:00 PM

4. Call to Order

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

5. Invocation

Mayor Pro Tem Magill led the invocation.

6. Pledge of Allegiance

City Council led the pledge of allegiance.

7. Mayor's Report

- City held a Tree Lighting this past Saturday.
- Development projects continue to move forward with utility connections.

8. Citizen's Comments

No one signed up to speak.

Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Item 9, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

9. Consider approving the City Council meeting minutes: November 20, 2023.

Public Hearing

- 10. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from R-5 Single Family Dwelling, to R-5 Single Family Dwelling with a Special Use Permit to allow for day nursery use subject to special conditions on approximately 0.942 acres of land situated in The John D. Merchant Survey, Section No. 335, Abstract No. 850, more commonly known as 605 Avalon Drive.**

Mayor Sebastian opened the public hearing at 7:04 p.m.

Mr. Medina and the applicant approached the podium to answer questions.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:05 p.m.

Councilmember Hernandez made a motion to approve item 10, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Ordinance No. 35-2023

- 11. Conduct a public hearing on the amended and restated Resolution creating the Stonehaven Public Improvement District.**

Mayor Sebastian opened the public hearing at 7:05 p.m.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:06 p.m.

Regular Agenda

- 12. Discuss and consider an amended and restated Resolution authorizing and creating a public improvement district in the City of Seagoville in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.**

Mayor Pro Tem Magill made a motion to approve item 12, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Resolution No. 98-R-2023

- 13. Discuss and consider approval of settlement of City of Seagoville v. Ivan Alonso Martinez, Condemnation Proceeding in County Court at Law No. 4 of Dallas County, Texas, Cause No. CC-23-02586-D by payment of the sum of \$2,893.00 in exchange for the acquisition of a permanent wastewater easement and related temporary construction easement described therein with the easement document noting that the Grantor may construct a driveway across the northern most portion of the easement and, if future City maintenance or repair of the underlying wastewater line results in damage to the driveway overlying that easement, the City will repair said damage and return the driveway, as nearly as practicable, to its prior condition.**

Mayor Sebastian announced item 13 is not ready for City Council to consider.

- 14. Discuss and consider approving the evaluation forms for the City Attorney and City Secretary.**

Mayor Pro Tem Magill made a motion to approve item 14, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

- 15. Items of community interest and councilmember reports.**

Mayor Pro Tem Magill commended city staff for the tree lighting event.

- 16. Discuss future agenda items.**

No requests for future agenda items.

Mayor Sebastian recessed the Regular Session at 7:09 p.m.

EXECUTIVE SESSION

- 17. The City Council will convene into closed Executive Session pursuant to Texas Govt. Code Section 551.071(2) – Consultation with Attorney, to seek legal advice relating to a construction contract for the new Seagoville Animal Shelter.**

Mayor Sebastian adjourned the Executive Session at 7:21 p.m.

REGULAR SESSION

Mayor Sebastian reconvened into the Regular Session at 7:23 p.m.

- 18. Take any necessary action as a result of Executive Session.**

There was no action as a result of Executive Session.

- 19. Discuss and consider a Resolution awarding a contract to Novel Builders, LLC for the construction of the new Seagoville Animal Shelter Project, Project No. Avo 53473 in a total amount of three million, five thousand dollars and zero cents (\$3,005,000.00) for the total base bid and the sum bid add alternate; authorizing the City Manager to execute any and all necessary documents.**

City Manager Partick Stallings stated that two million dollars are funded through CO Bonds as approved in the budget and the remaining balance will be funded through the General Fund.

Mayor Pro Tem Magill made a motion to approve item 19, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 99-R-2023

- 20. Adjourn**

There being no further business before the City Council, the meeting was adjourned at 7:24 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health

DATE: December 18, 2023

ITEM: 11

DESCRIPTION: Consider an Ordinance amending the Code of Ordinances at Chapter 11 "Health and Sanitation", Article 11.02 "Food and Food Establishments," at section 11.02.004 "Definition"; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

INTRODUCTION

This agenda item is to update Chapter 11 "Health and Sanitation" of the Seagoville Code of Ordinances by amending the definition of flea market food vendor to ensure the City ordinance does not conflict with the State law governing the same.

BACKGROUND

The City and the owners and/or managers of the existing flea market have worked diligently to bring the facility and its vendors into compliance with State law. Rules and procedures have been amended for the food vendors in order to gain compliance. These amendments have worked well and there is currently not any concern for the health and safety as it relates to the food vendors and the products being served. A review of the City ordinance, specifically Section 11.02.004. Definition of the Code of Ordinances, contains a statement in the definition of flea market food vendor that conflicts with the procedures being carried out at this time with regard only to the type permit issues. In order to comply with the State Texas Food Establishment Regulation Rules and the current procedures, this definition needs to be amended only to delete the last sentence therein.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the Ordinance.

ATTACHMENTS

1. Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES AT CHAPTER 11 “HEALTH AND SANITATION”, ARTICLE 11.02 “FOOD AND FOOD ESTABLISHMENTS,” AT SECTION 11.02.004 “DEFINITION”; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides regulations for food and food establishments for the health and safety of the citizens of the City; and

WHEREAS, the City has determined that section 11.02.004 of the Code of Ordinances, as currently enacted, may in some cases vary from state law; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and general welfare of the citizens of the city to amend section 11.02.004 as set forth herein;

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas is hereby amended at Chapter 11, ‘Health and Sanitation’, Article 11.02 “Food and Food Establishments” by amending section 11.02.004 , “Definition” to read as follows:

“Chapter 11 Health and Sanitation

...

Article 11.02 Food and Food Establishments

...

Sec. 11.02.004 Definition

...

Flea market food vendor. A person, as defined in this section, that rents a space at the flea market on weekends for the purpose of bartering, distributing, and/or selling fresh produce, raw foods, prepared foods, and/or prepackaged foods for human consumption.

....”

SECTION 2. All ordinances of the City of Seagoville in conflict with the provisions of this ordinance are hereby repealed and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 6. This ordinance shall take effect from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the _____ day of December, 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4864-8092-0469, v. 1



TO: Mayor and City Council
FROM: Zane Anderson, Fire Marshal
DATE: December 18, 2023
ITEM: 12
DESCRIPTION: Consider an Ordinance amending the Master Fee Schedule relating to fees for Fire Inspections required for mobile food vendors; and providing an effective date.

INTRODUCTION

On September 1st, 2023 the State of Texas enacted legislation (House Bill 2878) to move mobile food vendors Health permitting to Dallas County. Dallas County is requiring the Mobile Food Units to have fire inspection complete prior to County Health Permitting. Inspection costs prior to September 1, 2023 had been factored into the City of Seagoville Health Permitting.

BACKGROUND

Inspection and operational permits for mobile food units are required by the 2018 International Fire Code, section 105.6. (Ordinance 14-2019 adopted 1/28/19)

FINANCIAL IMPACT

None

RECOMMENDATION

Seagoville Fire Marshal recommends approval.

ATTACHMENTS

1. Ordinance

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE AMENDING
THE MASTER FEE SCHEDULE RELATING TO FEES FOR FIRE
INSPECTIONS REQUIRED FOR MOBILE FOOD VENDORS;
PROVIDING A REPLEAING CLAUSE; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, permitted mobile food vendors located within the City are required to have a fire safety inspection; and

WHEREAS, City staff has recommended a fee of \$50.00 per fire safety inspection to cover the City's costs involved in performing such fire safety inspections;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THAT:

SECTION 1. The City of Seagoville Master Fee Schedule is hereby amended by amending the Section providing "Fire Department" fees, at the subsection for "Inspections" to add a \$50.00 fee for Mobile Food Vendor Fire Inspection effective immediately.

SECTION 2. In the event there is a conflict between the fees listed in this ordinance and any previous fees adopted by resolution or other ordinance, the fees set forth in this ordinance shall supersede any previous fees adopted by resolution or other ordinance..

SECTION 3. All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. This Ordinance and the fees established herein shall take effect on the first day of September 2023, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the ____ day of _____, 202____.

APPROVED:

Lackey Stepper Sebastian, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4879-3932-8919, v. 1



TO: Mayor and City Council

FROM: Gail French, Director of Finance

DATE: December 18, 2023

ITEM: 13

DESCRIPTION: Consider a Resolution approving a Professional Services Agreement with Tyler Technologies Inc, providing for a one-time professional services charge of \$154,253.00 in year one and an annual software services fee of \$78,724.00 for each of three years of the initial term; authorizing the City Manager to execute the agreement and any other related and necessary documents and to disburse the funds required.

INTRODUCTION

The purpose of this item is to enter into an agreement with Tyler Technologies to upgrade us to a Cloud Based Enterprise Resource Planning (ERP) System and move us from the outdated software that the City has been using since 2011.

BACKGROUND

We are currently using STW/Open Gov software that is not totally Cloud based. Open Gov purchased STW a few years ago and presented their cloud-based program to us. We agreed to move forward with this, but they were not able to complete the transition due to unforeseen issues that they were having with moving several Cities to the cloud. They have kept us on premise with the same software and have not made any indications that the problem has been resolved for the past 2 years. The Courts department is currently using Tyler Technologies, and the City would like all systems on the same ERP system for optimal performance and better integration with the Finance department. This implementation will take time so the current system will be used until the new system goes live.

FINANCIAL IMPACT

This is a budgeted item. One-time fees are \$154,253.00 and the recurring annual fee is \$78,724.00.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Software Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES INC, PROVIDING FOR A ONE-TIME PROFESSIONAL SERVICES CHARGE OF \$154,253.00 IN YEAR ONE AND AN ANNUAL SOFTWARE SERVICES FEE OF \$78,724.00 FOR EACH OF THREE YEARS OF THE INITIAL TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER RELATED AND NECESSARY DOCUMENTS AND TO DISBURSE THE FUNDS REQUIRED THEREFORE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2023/2024 Budget authorized the allocation of funds for a software upgrade; and

WHEREAS, pursuant to the Professional Services Agreement attached hereto as Exhibit A, Tyler Technologies, Inc., has agreed to provide one-time product configuration, setup and training and to provide software services to include the Financial Management Suite(Finance, Purchasing, HR), the Customer Relationship Management Suite(UB, Cash Receipts), the Community Development Suite(Permitting, Licensing Code Enforcement, Inspections), Tyler One which includes Identity, My Civic Suite and Content Manager Suite. Other Services included are Tyler University, AP Automation, Miscellaneous payments, Notifications for Utilities, ERP Pro payments, Utility access payments bundle, and thermal printers and scanners, and payments EMV Card reader purchase for the amounts stated in Exhibit A; and

WHEREAS, the charges incurred will be allocated equally to the General Fund and the Water & Sewer Fund; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The Professional Services Agreement with Tyler Technologies, Inc., attached hereto as Exhibit A, for an initial term of three years and automatic one-year renewal terms thereafter until terminated, providing software services for an annual fee of \$78,724.00 and one-time professional services fee in the first year of \$154,253.00, is hereby approved and the City Manager is authorized to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 18th day of December 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

EXHIBIT A

SEE ATTACHMENT

4866-1214-0694, v. 1

EXHIBIT A



SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Seagoville, Texas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

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

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

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

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

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

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

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. Tyler agrees that all employees must satisfactorily pass criminal background checks, as determined by Tyler in its sole discretion, prior to hire and sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties or obligations in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term and thereafter upon the expiration of each additional renewal term, this Agreement will renew automatically for an additional one (1) year renewal term at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated by a party to this Agreement upon written notice to the other party 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 be 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 Termination for Convenience. You may terminate this Agreement for convenience upon sixty (60) days advance written notice. If you terminate this Agreement 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 25% 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 15% of the SaaS Fees then due for the remainder of the initial term;
 - c. If you terminate after 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 or an applicable renewal term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will, at our expense, indemnify, defend, and hold harmless you, your officers and employees 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 or other intellectual property rights, 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. IINDEMNIFIED ITEMS MAY INCLUDE COURT COSTS IF SO ORDERED BY A COURT OF COMPETENT JURISDICTION. OUR OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY US UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

1.1 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.

1.2 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.

1.3 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 defend, 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 or (c) for our failure to pay any subcontractor or consultant under contract. 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. INDEMNIFIED ITEMS MAY INCLUDE COURT COSTS IF SO ORDERED BY A COURT OF COMPETENT JURISDICTION. OUR OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY US UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR THE INDEMNIFICATION PROVIDED BY US UNDER SECTIONS G() AND G(2), 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.

2. Insurance. During the term of this Agreement, we agree to maintain the following coverages and levels of insurance: (a) Commercial General Liability policy of insurance for bodily injury, death and property damage including the property of the Client, its officers and employees (collectively referred to as the "Client") insuring against all claims, demands or actions relating to the products provided, the work and services provided by Tyler pursuant to this Agreement and with a minimum of at least \$1,000,000; (b) Automobile Liability insurance covering any vehicles owned, non-owned and hired and/or operated by us, including our officers, agents and employees, and used in the performance of this Agreement with policy limits of at least \$1,000,000 combined single limit for bodily injury, death and property damage; (c) Professional Liability of at least \$2,000,000 per claim and in the aggregate (including Cyber Protection with a sublimit of \$1,000,000); (d) Workers Compensation complying with applicable statutory requirements; and (e) a policy of Excess/Umbrella Liability coverage of at least \$5,000,000. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement. 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. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately.

Tyler agrees to waive subrogation against the Client on claims under Tyler's Commercial General Liability and Automobile Liability policies that arise out of or relate to this Agreement and only those between Tyler and Client, except to the extent that the damage is caused by Client. Tyler agrees to provide to the Client at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or changes to any insurance policy such that it no longer conforms to the minimum requirements of this Agreement.

A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the Client prior to commencement of services. On or about every date of renewal of the required insurance policies, Tyler shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Client. In addition, Tyler shall, after written request, provide the Client with certificates of insurance and policy endorsements within a commercially reasonable timeframe.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to meet within the 45 day period or if we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may terminate this agreement and/or 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 or exercising any other applicable remedies 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 of the Agreement 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. It is understood and agreed by and between the Parties that we, in satisfying the conditions of this Agreement, are acting independently, and that you assume no responsibility or liabilities to any third party in connection with these actions. All products to be provided and the services to be performed by us pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of you. We shall supervise the performance of our services and shall be entitled to control the manner and means by which the services are to be performed, subject to the terms of 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. We may only identify you in marketing presentations, and promotional materials with your advance written consent. Tyler shall remove Client's name from such lists within a commercially reasonable timeframe after written demand therefor by Client.
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, to the extent allowed by law, give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment

to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. The Parties agree that exclusive venue for any action concerning this Agreement shall be in a state or federal court serving Dallas County, Texas.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

25. Order of Precedence. The provisions of this Agreement, inclusive of all exhibits, are intended to be read harmoniously. In the event any term or provision in any Exhibit or Schedule to this Agreement conflicts with the terms and conditions of this Agreement, the terms of this Agreement shall control.

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 Seagoville, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Seagoville
702 North Highway 175
Seagoville, TX 75159
Attention: Patrick Stallings, City Manager _____



Exhibit A Investment Summary

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

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Sales Quotation For:
 City of Seagoville
 702 N Highway 175

Quoted BY John Hardin
 Quote Expiration 12/18/23
 Quote Name City of Seagoville TX - ERP
 Pro FIN PM UB

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 1,479	\$ 13,307
Fixed Assets	\$ 1,865	\$ 187	\$ 1,678
Human Resources Management (Includes Position Budgeting)	\$ 11,571	\$ 1,157	\$ 10,414
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 3,469	\$ 347	\$ 3,122
Employee Access Pro Time & Attendance	\$ 3,300	\$ 0	\$ 3,300
Purchasing	\$ 4,457	\$ 446	\$ 4,011
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 12,214	\$ 1,221	\$ 10,993
Cashiering	\$ 0	\$ 0	\$ 0
Utility Access	\$ 2,481	\$ 0	\$ 2,481

Tyler Annual Software – SaaS				
Description	List Price	Discount	Annual	
Third-Party Printing Interface	\$ 3,698	\$ 370	\$ 3,328	
Service Orders Mobile	\$ 965	\$ 97	\$ 868	
ERP Pro Community Development Suite				
Permitting Access	\$ 1,500	\$ 0	\$ 1,500	
Licensing Access	\$ 1,500	\$ 0	\$ 1,500	
Code Enforcement Access	\$ 1,500	\$ 0	\$ 1,500	
Code Enforcement	\$ 3,858	\$ 386	\$ 3,472	
Licensing	\$ 3,537	\$ 354	\$ 3,183	
Permitting	\$ 3,858	\$ 386	\$ 3,472	
Code Enforcement Mobile	\$ 1,500	\$ 0	\$ 1,500	
Inspections Mobile	\$ 1,500	\$ 0	\$ 1,500	
Tyler One				
Identity				
Identity Workforce Advanced [1]	\$ 6	\$ 0	\$ 6	
My Civic Suite				
My Civic & Service Requests Pro	\$ 5,800	\$ 0	\$ 5,800	
Content Manager Suite				
Content Manager Core	\$ 0	\$ 0	\$ 0	
TOTAL:		\$ 83,365	\$ 6,430	\$ 76,935
Term # of Years:		3		

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP			
Other Services			
Tyler University	\$ 2,499	\$ 1,250	\$ 1,249

TOTAL: **\$ 2,499** **\$ 1,250** **\$ 1,249**

Tyler Fees per Transaction				
Description				Net Unit Price
ERP Pro powered by Incode				
ERP Pro 10 Financial Management Suite				
AP Automation				\$ 0.00
ERP Pro 10 Customer Relationship Management Suite				
Miscellaneous Payments				\$ 1.25
Notify				
Notifications for Utilities				\$ 0.10
Tyler One				
Payments				
ERP Pro Payments				\$ 0.00
Utility Access Payments Bundle				\$ 0.00
Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer Black USB NEW	3	\$ 1,200	\$ 3,600	\$ 0
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	3	\$ 350	\$ 1,050	\$ 0
Tyler One				
Payments				

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
PCI Service Fee (Per Device)	3	\$ 0	\$ 0	\$ 540
Payments EMV Card Reader Purchase	3	\$ 529	\$ 1,587	\$ 0
TOTAL:			\$ 6,237	\$ 540

Services				
Description	Hours/Units	Price	Discount	Extended Price
ERP Pro 10 Financial Management Suite				
Professional Services	416	\$ 60,320	\$ 0	\$ 60,320
Data Conversion Services		\$ 9,000	\$ 451	\$ 8,549
Project Management	1	\$ 1,950	\$ 0	\$ 1,950
ERP Pro 10 Customer Relationship Management Suite				
Professional Services	228	\$ 33,060	\$ 0	\$ 33,060
Project Management	1	\$ 1,750	\$ 88	\$ 1,662
Data Conversion Services		\$ 6,500	\$ 325	\$ 6,175
ERP Pro Community Development Suite				
Professional Services	120	\$ 17,400	\$ 0	\$ 17,400
Project Management	1	\$ 1,950	\$ 0	\$ 1,950
Data Conversion Services		\$ 8,000	\$ 400	\$ 7,600
My Civic Suite				
My Civic & Service Requests Pro	1	\$ 3,300	\$ 0	\$ 3,300
Project Management	1	\$ 250	\$ 0	\$ 250
Content Manager Suite				
Professional Services	40	\$ 5,800	\$ 0	\$ 5,800
TOTAL:		\$ 149,280	\$ 1,264	\$ 148,016

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 76,935
Total Third Party Hardware, Software, Services	\$ 6,237	\$ 540
Total Tyler Services	\$ 148,016	\$ 1,249
Summary Total	\$ 154,253	\$ 78,724
Contract Total	\$ 232,977	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

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

- Identity Workforce Advanced [1]** Tyler’s Identity Workforce currently supports the following identity providers (IdP’s) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term’s annual user count.
- Core Financials** Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
- Invoice Approvals** Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
- Utility Billing Water/Gas** Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Utility Access** Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
- Permitting Access** Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

Licensing Access	Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.
Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Notifications for Utilities	Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
AP Automation	AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.
Human Resources Management /Payroll History Data Conversion	Human Resources Management History conversion includes unlimited historical records.
Human Resources Management Employee Records Conversion	Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records

Accounts Payable Data Conversion

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Business License Data Conversion

Business License Conversion includes Current Licenses, Properties and Contacts - no history

Building Projects Data Conversion

Building Project Conversion includes Current Projects, Properties and Contacts - no history

Utilities Data Conversion

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model) If passing transaction costs to the payer	
<p><u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express</p> <p>Applies to:</p> <ul style="list-style-type: none"> • Permitting: Online and In Person • Licensing: Online and In Person • Misc Receipts: In Person • EasyPay: Online 	<p>3.75% \$2.50 minimum</p>
Client Electronic Payment Costs (Cost Plus Fee Model) If absorbing the transaction costs	
<p>Utility Access Payments Bundle</p> <p><u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model.</p> <p>Applies to:</p> <ul style="list-style-type: none"> • Utilities (Bundle): Online and In Person 	<p>2.00% \$0.50 minimum</p>
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 ***Other Fixed Price Services:*** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 ***Web Services:*** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

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

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

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

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

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

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

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

III. **Service Availability**

a. Your Responsibilities

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

b. Our Responsibilities



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

c. Client Relief

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

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

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

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

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

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

IV. Maintenance Notifications

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

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





Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

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

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

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

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

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



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

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

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

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

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

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

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

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

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

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute

- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

City of Seagoville

SOW from Tyler Technologies, Inc.

10/16/2023

Presented to:
Gail French
702 North Highway 175
Seagoville, TX 75159

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd St., Lubbock, TX 79414

Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction.....	1
1.2 Project Goals.....	1
1.3 Methodology.....	1
PART 2: PROJECT FOUNDATION	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change.....	4
3.2 Change Control.....	4
3.3 Change Request Management.....	4
4. Acceptance Process	6
5. Roles and Responsibilities	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Manager	7
5.1.2 Tyler Implementation Manager.....	7
5.1.3 Tyler Project Manager	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales.....	8
5.1.6 Tyler Technical Services.....	8
5.2 City Roles & Responsibilities	9
5.2.1 City Executive Sponsor	9
5.2.2 City Steering Committee.....	9
5.2.3 City Project Manager	9
5.2.4 City Functional Leads.....	11
5.2.5 City Power Users	11
5.2.6 City End Users.....	12
5.2.7 City Technical Lead.....	12
5.2.8 City Change Management Lead.....	12
PART 3: PROJECT PLAN	13
6. Project Stages	13
6.1 Initiate and Plan	14
6.1.1 Initial Coordination	14
6.1.2 Project/Phase Planning.....	15
6.1.3 Infrastructure Planning.....	16



6.1.4	Stakeholder Meeting	17
6.1.5	Intentionally left blank	18
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance	18
6.2	Assess & Define	18
6.2.1	Solution Orientation.....	18
6.2.2	Current & Future State Analysis.....	19
6.2.3	Conversion Assessment	20
6.2.4	Intentionally left blank	21
6.2.5	Intentionally left blank	21
6.2.6	Control Point 2: Assess & Define Stage Acceptance	21
6.3	Prepare Solution	22
6.3.1	Initial System Deployment.....	22
6.3.2	Configuration	23
6.3.3	Process Refinement	24
6.3.4	Conversion Delivery.....	25
6.3.5	Intentionally left blank	27
6.3.6	Intentionally left blank	27
6.3.7	Control Point 3: Prepare Solution Stage Acceptance	27
6.4	Production Readiness.....	27
6.4.1	Solution Validation.....	28
6.4.2	Go-Live Readiness	28
6.4.3	End User Training.....	29
6.4.4	Control Point 4: Production Readiness Stage Acceptance	31
6.5	Production.....	31
6.5.1	Go-Live	31
6.5.2	Transition to Client Services	32
6.5.3	Post Go-Live Activities	33
6.5.4	Control Point 5: Production Stage Acceptance	34
6.6	Close	34
6.6.1	Phase Closeout	35
6.6.2	Project Closeout	36
6.6.3	Control Point 6: Close Stage Acceptance	37
7.	General Assumptions.....	37
7.1	Project.....	37
7.2	Organizational Change Management.....	37
7.3	Resources and Scheduling.....	38
7.4	Data.....	38
7.5	Facilities.....	39
8.	Glossary.....	40
PART 4:	APPENDICES	43
9.	Conversion.....	43
9.1	ERP Pro Utility Billing Conversion Summary.....	43



9.1.1	Utility Billing - Standard	43
9.1.2	Utility Billing - Legacy/Historical Views.....	43
9.2	ERP Pro Financials Conversion Summary	43
9.2.1	General Ledger	43
9.2.2	Accounts Payable	43
9.2.3	Personnel Management.....	43
9.2.4	General Ledger	44
9.2.5	Accounts Payable	44
9.2.6	Personnel Management.....	44
10.	Additional Appendices.....	45
10.1	Intentionally left blank	45
11.	Project Timeline	46
11.1	ERP Pro Financial Management Timeline.....	46
11.2	ERP Pro Utility Billing Timeline	47
11.3	My Civic Timeline.....	48
11.4	Intentionally left blank	48



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

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

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



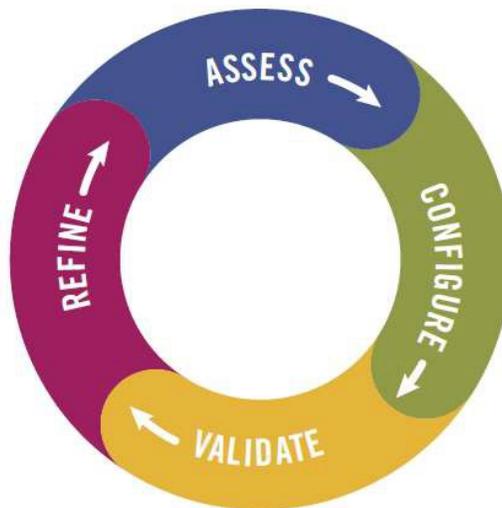
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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



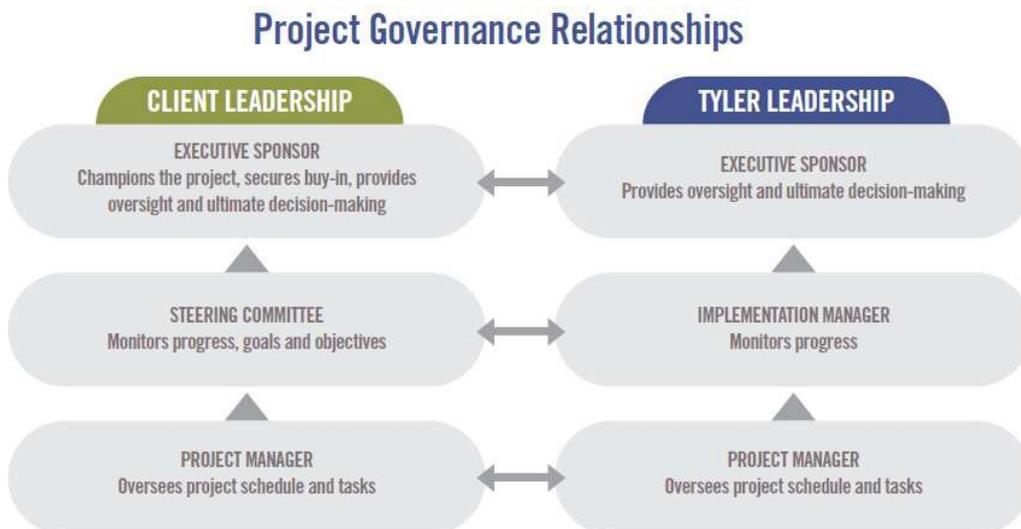
Part 2: Project Foundation

2. Project Governance

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

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

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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

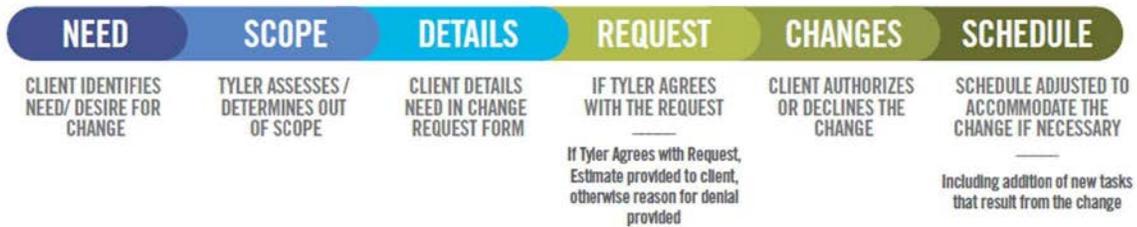
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule,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



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

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

Change Request Process



4. Acceptance Process

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

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

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

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

- 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 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 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 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.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

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

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

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

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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



5.2 City Roles & 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

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

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

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project 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 serves as primary level of issue resolution for the Project.

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

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. The City Project Manager should communicate 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 necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - o Task completion
 - o Stakeholder Meeting
 - o Project Management Plan development
 - o Schedule development
 - o Maintenance and monitoring of risk register
 - o Escalation of issues
 - o Communication with Tyler project team
 - o Coordination of City resources
 - o Attendance at scheduled sessions
 - o Change management activities
 - o Modification specification, demonstrations, testing and approval assistance
 - o Data analysis assistance
 - o Decentralized end user training
 - o Process testing
 - o Solution Validation

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



- Participate in conversion review and validation.

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

5.2.7 City Technical Lead

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

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage 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 acceptance to upgrade production environment.

5.2.8 City Change Management Lead

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



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

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

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



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

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



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

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

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

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

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



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

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

Objectives:

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

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



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

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:



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

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	Current & Future State Analysis														
	Tyler								City						



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

Inputs	City current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

6.2.3 Conversion Assessment

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

Objectives:

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



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

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

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

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R							I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

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

STAGE 3	Process Refinement																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A	R	C	I	C				
Test configuration			I	C						A	R		C				
Refine configuration (City Responsible)			I	C						A	R		C				
Refine configuration (Tyler Responsible)			A	R						I	I		I				
Validate interface process and results			I	C			C			A	R		C				C
Update City-specific process documentation (if applicable)			I	C						A	R		C				
Updates to Solution Validation testing plan			C	C						A	R		C				C

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

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

Work package assumptions:

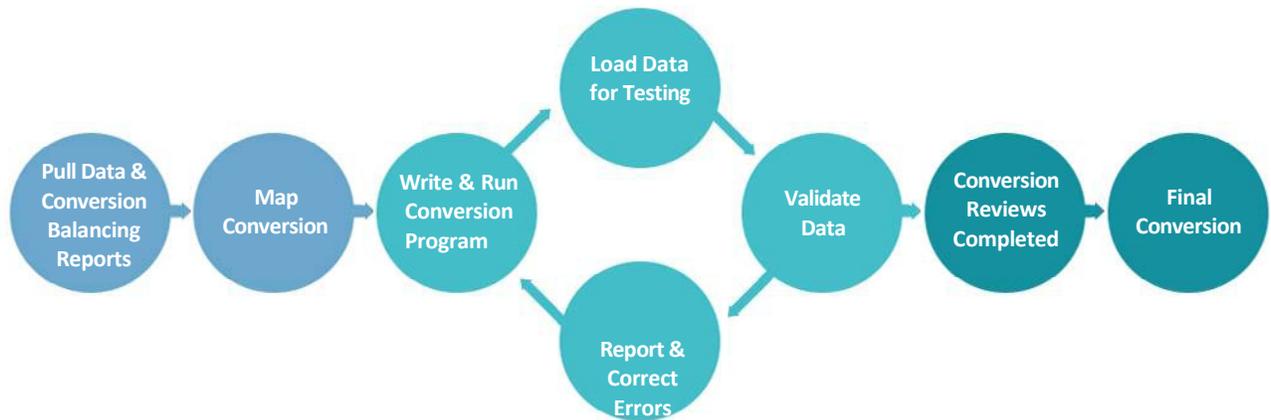
None

6.3.4 Conversion Delivery

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

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





Objectives:

- Data is ready for production (Conversion).

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



Inputs	
	Data Conversion Plan
	Configuration

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

Work package assumptions:

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

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

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

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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



6.4.1 Solution Validation

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

Objectives:

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

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

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

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

Work package assumptions:

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

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and



concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

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

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

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

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



Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

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

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

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

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

Work package assumptions:

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



6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

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

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

Objectives:

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

STAGE 5	Go-Live	
	Tyler	City



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

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

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

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

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

Objectives:



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

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

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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

Objectives:

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

STAGE 5	Post Go-Live Activities															
	Tyler								City							



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

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

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

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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

6.6 Close

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



6.6.1 Phase Closeout

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

Objectives:

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

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

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

Inputs	
	Contract
	Statement of Work
	Project artifacts

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



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

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

Work package assumptions:

- All project implementation activities have been completed and approved.



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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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

7.2 Organizational Change Management

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



7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

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



8. Glossary

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



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



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



Part 4: Appendices

9. Conversion

9.1 ERP Pro Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

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

9.1.2 Utility Billing – Legacy/Historical Views

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

9.2 ERP Pro Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTES
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)



- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.2.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.2.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTES
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



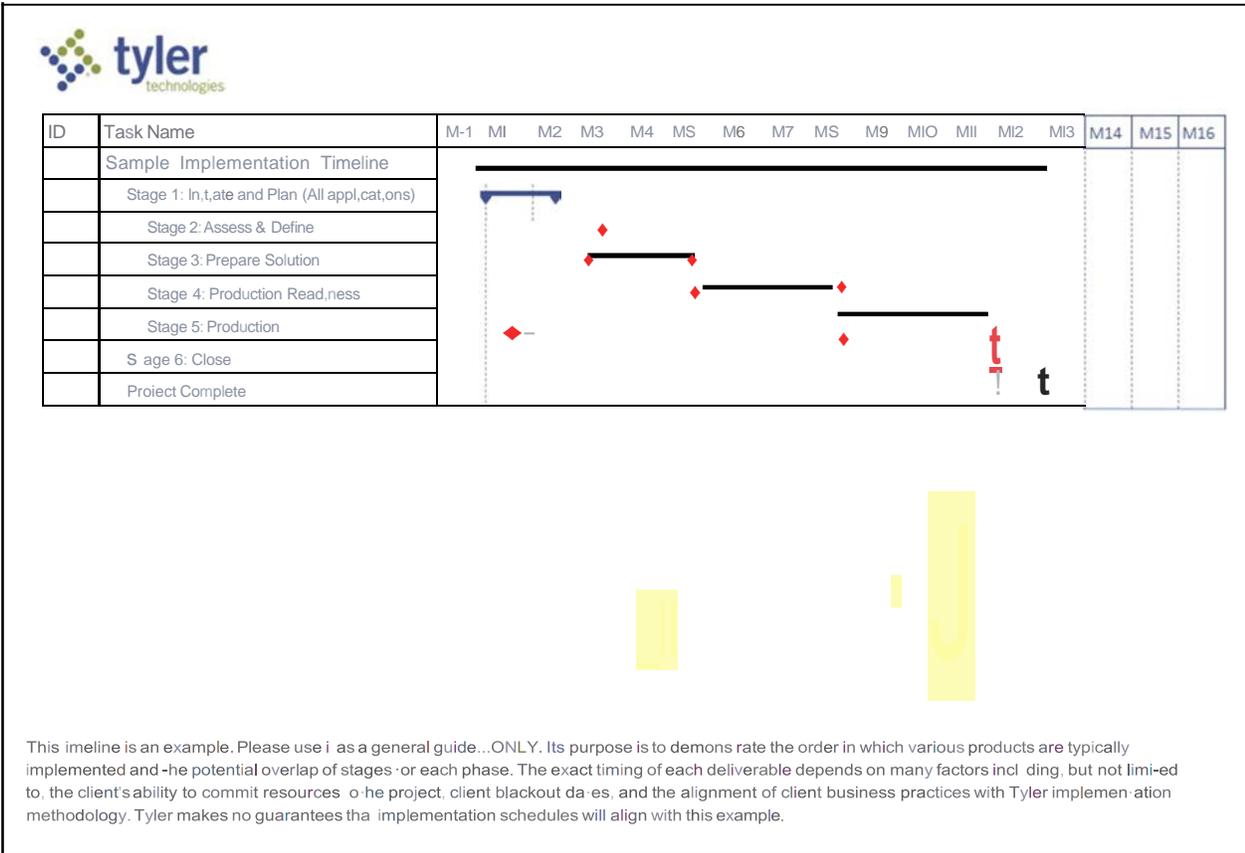
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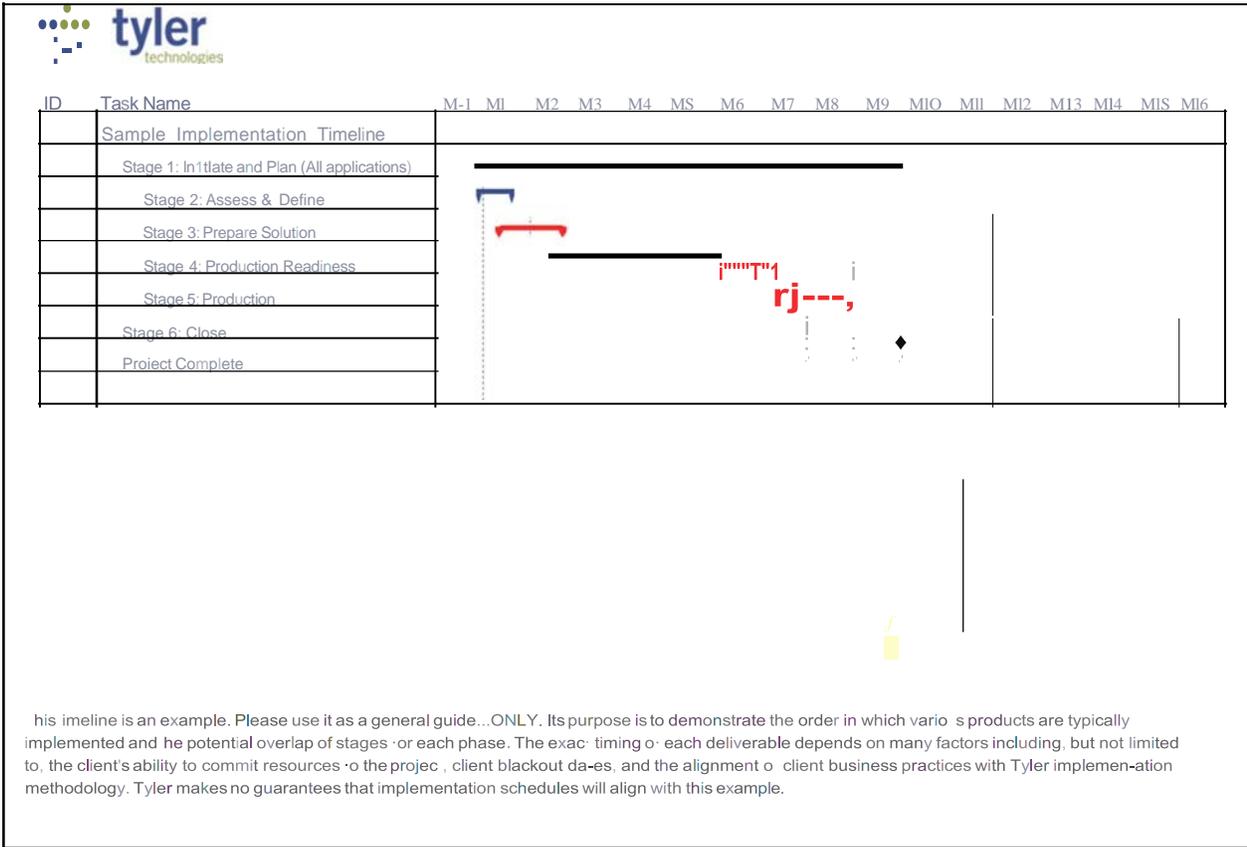


11. Project Timeline

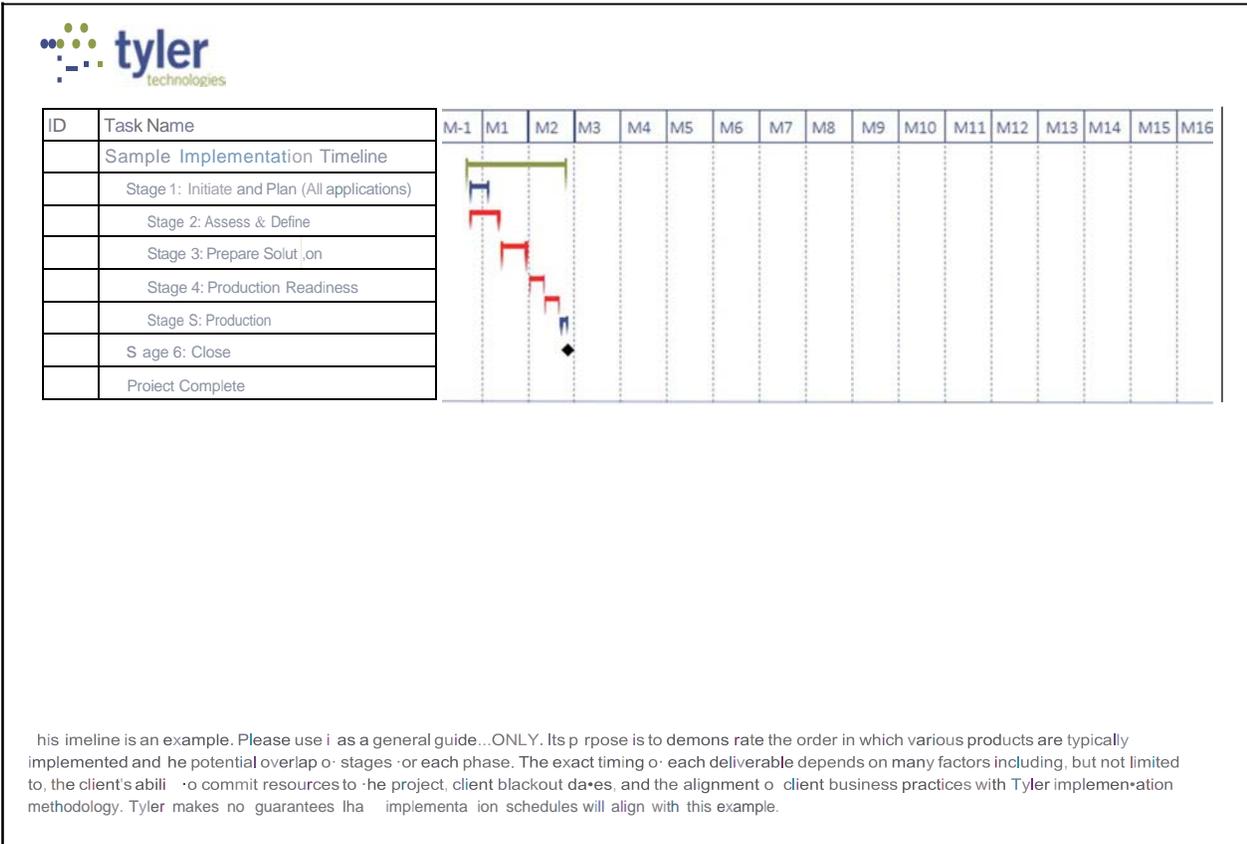
11.1 ERP Pro Financial Management Timeline



11.2 ERP Pro Utility Billing Timeline



11.3 My Civic Timeline



11.4 Intentionally left blank.

4888-2430-4533, v. 1





TO: Mayor and City Council
FROM: Bill Medina, Director of Community Development
DATE: December 18, 2023
ITEM: 14
DESCRIPTION: Consider a Resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement ETJ Authority-Land Use Regulations with Kaufman County which will repeal and replace the prior agreement between the parties.

INTRODUCTION

Consider approving a resolution and interlocal cooperation agreement between the City of Seagoville and Kaufman County regulating and delegating subdivision and platting authority within the City's extraterritorial jurisdiction (ETJ).

BACKGROUND

Kaufman County has requested the City of Seagoville to renew the existing ETJ cooperative interlocal land use and platting agreement. The agreement allows the City to implement the adopted subdivision regulations within the ETJ, while working closely with Kaufman County on proposed subdivisions and/or plats.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the agreement and resolution.

ATTACHMENTS

1. Proposed Resolution
2. Proposed Agreement
3. Currently adopted Interlocal agreement resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH KAUFMAN COUNTY RELATING TO LAND USE REGULATION AUTHORITY IN THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Section 242.001 of the Texas Local Government Code, as amended by House Bill 1445 allow local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, H.B. state law requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of the City of Seagoville; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, the City and Kaufman County mutually desire to repeal and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 by entering into a new agreement attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Council hereby approves the Interlocal Cooperation Agreement ETJ Authority – Land Use Regulations, attached hereto and incorporated herein by this reference as Exhibit "A," between the City of Seagoville and Kaufman County, said agreement to repeal and replace the prior agreement between the parties, and authorizes the Mayor to sign said agreement in substantially the form as that attached hereto as Exhibit A for and on behalf of the City.

SECTION 2. This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 18TH day of December 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4882-6582-5175, v. 1

Exhibit A
[Interlocal Cooperation Agreement ETJ Authority – Land Use
Regulations with Kaufman County]

4882-6582-5175, v. 1

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 (“H.B. 1445”), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF SEAGOVILLE, TEXAS** (“City”), a political subdivision of the State of Texas and **KAUFMAN COUNTY, TEXAS** (“Kaufman County”), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction (“ETJ”) of the City of Seagoville; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City’s ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to repeal and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. *Term of Agreement and Certification*

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2025. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days’ notice.

- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.
2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.
3. Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.
4. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:
- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
 - (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.
 - (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to include inside City Limits for those Cities that are not classified as an Authorized agent through the Texas Commission on Environmental Quality (TCEQ) to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
 - (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
 - (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations.
 - (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting in the ETJ, The City is granting addressing authority and or GIS responsibility (Option out would require GIS services directly connected to NCT911 synch). The jurisdiction expands or contracts with the lawful jurisdiction boundary. The city agrees to provide appropriate timely changes with annexation or de-annexation ordinances. The County will bear the cost and collect all fees. The City will support the County by limiting services and/or permits until final addressing has been completed and a final letter has

been issued. Pursuant to the Kaufman County Subdivision and Land Development Regulations.

(g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

5. *ETJ Defined*. For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

6. *ETJ Expansion or Reduction*. In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

7. *Notice of Plat Submittals and Approvals*.

(a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.

(b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of

approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.

(c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

8. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.

9. *County Roads*

(a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.

(b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official have the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

10. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

11. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

12. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards,

both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.

13. *Miscellaneous Provisions.*

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.
- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF SEAGOVILLE, TEXAS:

City of Seagoville, Texas
Attn: City Manager
702 US-175 Frontage

Seagoville, Texas 75159

With copies to: Development Services Department
City of Seagoville, Texas
702 US-175 Frontage

Seagoville, Texas 75159

City Attorney's Office
Attn: Victoria Thomas
Suite 1800, 500 N. Akard Street

Dallas, Texas 75201

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
1902 US Hwy 175
Kaufman, Texas 75142

With copies to: Development Services Department
101 North Houston Street
Kaufman, Texas 75142

District Attorney’s Office – Civil Division
Attn: Civil Chief
1902 US Hwy 175
Kaufman, Texas 75142

PASSED AND APPROVED BY THE SEAGOVILLE CITY COUNCIL on this the ____ day
of _____, 2023.

CITY OF SEAGOVILLE, TEXAS

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2023.

KAUFMAN COUNTY, TEXAS

Jakie Allen, County Judge

ATTEST:

COURT ORDER NO. _____

Laura Hughes, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: December 18, 2023
ITEM: 15
DESCRIPTION: Consider a Resolution authorizing the purchase of an angle broom and a stump grinder in an amount not to exceed twenty six thousand eight hundred eight dollars and twenty four cents (\$26,808.24) from ASCO Equipment; authorizing the City Manager to execute all necessary documents and disburse the funds for said purchase.

INTRODUCTION

The purpose of this item is to authorize the purchase of an angle broom and a stump grinder in order to reduce rental.

BACKGROUND

This purchase will help the department perform its duties and reduce on equipment rentals. The purchase is through ASCO Equipment on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved in the FY2024 budget process.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. ASCO Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF AN ANGLE BROOM AND A STUMP GRINDER FOR A TOTAL PURCHASE PRICE NOT TO EXCEED TWENTY-SIX THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND TWENTY-FOUR CENTS (\$26,808.24) FROM ASSOCIATED SUPPLY COMPANY, INC., A TEXAS CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE THE FUNDS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the FY 2023-24 budget process, the City Council approved the purchase of an angle broom and a stump grinder; and

WHEREAS, pricing has been obtained from Associated Supply Company, Inc. through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council finds it in the best interest of the City to authorize the purchase of an angle broom and a stump grinder for a total purchase price not to exceed twenty-six thousand eight hundred eight dollars and twenty-four cents (\$29,808.24) from Associated Supply Company, Inc.;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. The City Council hereby authorizes the purchase of an angle broom and a stump grinder for a total purchase price not to exceed twenty-six thousand eight hundred eight dollars and twenty-four cents (\$29,808.24) from Associated Supply Company, Inc, a Texas corporation, through BuyBoard in accordance with the price quote attached hereto and incorporated herein by this reference as Exhibit "A" and further authorizes the City Manager execute all documents necessary and to disburse the funds for said purchase.

Section 2. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 18th day of December, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4857-8083-0615, v. 1

EXHIBIT A

[Price Quote from Associated Supply Company Inc. via BuyBoard]

4857-8083-0615, v. 1



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: December 18, 2023
ITEM: 16
DESCRIPTION: Consider a Resolution authorizing the purchase of a Kubota RTV in an amount not to exceed eighteen thousand one hundred fifty nine dollars and forty cents (\$18,159.40) from Deen Implement Co.; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase.

INTRODUCTION

The purpose of this item is to authorizing the purchase of Kubota RTV.

BACKGROUND

The Public Works Department is requesting the Council's approval to purchase a Kubota RTV. This purchase will help the department with inspections and right-of-way work. The purchase is through Dean Implement Co. on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved in the FY2024 budget process.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Dean Implement Co.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. -R-2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A KUBOTA RTV AT A PURCHASE PRICE NOT TO EXCEED EIGHTEEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND FORTY CENTS (\$18,159.40) FROM DEEN KUBOTA, LLC, A TEXAS LIMITED LIABILITY COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE THE FUNDS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the FY 2023-24 budget process, the City Council approved the purchase of a Kubota RTV; and

WHEREAS, pricing has been obtained from Deen Kubota, LLC through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council finds it in the best interest of the City to authorize the purchase of a Kubota RTV at a purchase price not to exceed eighteen thousand one hundred fifty-nine dollars and forty cents (\$18,159.40) from Deen Kubota, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Council hereby authorizes the purchase of a Kubota RTV for a purchase price not to exceed eighteen thousand one hundred fifty-nine dollars and forty cents (\$18,159.40) from Deen Kubota, LLC, as set forth on the quote attached hereto and incorporated herein by this reference as Exhibit "A", and further authorizes the City Manager execute all documents and disburse the funds necessary for said purchase.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this 18th day of December, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4858-4256-5015, v. 1

EXHIBIT A

[Price Quote from Deen Kubota LLC via BuyBoard]

4858-4256-5015, v. 1



Contract Numbers:
 GM - #706-23
 CE - #685-22

RTV-X1140WL-A WEB QUOTE #2727277

Date: 11/27/2023 3:10:59 PM

-- Customer Information --

SHERMAN, JESSICA
 CITY OF SEAGOVILLE
 JSHERMAN@SEAGOVILLE.US
 469-319-5027

Quote Provided By
 DEEN KUBOTA, LLC
 Bryan Hagerich
 703 W BROAD ST
 FORNEY, TX 75126
 email: bryan@deenkubota.com
 phone: 9037053426

-- Standard Features --

-- Custom Options --



V Series RTV-X1140WL-A

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 60 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15mph
 High 0 - 25 mph
 Reverse 0 - 17mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.6qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

TIRES AND WHEELS

ATV: Front/Rear 25 x 10 - 12, 6 ply

KEY FEATURES

Digital Multi-meter
 Speedometer
 Front Independent Adjustable Suspension
 Rear Independent Adjustable Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench front seats
 with driver's side seat adjustment
 Rear Bench Seat
 Underfrontseat Storage Compartments
 Lockable Glove Box
 Front Guard (radiator guard and bumper)
 Factory Spray-on Bedliner - "L" Models Only

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts
 Rear Protection Screen

DIMENSIONS

Width 63.2 in
 Height 79.7 in
 Length 142.1 in
 Wheelbase 98.2 in
 Tow Capacity 1300 lbs
 Ground Clearance F/R 11.2in / 9.4in
 Suspension Travel 8.0 in
 Turning Radius 17.1 ft

RTV-X1140WL-A Base Price: \$20,899.00

(1) PLASTIC CANOPY PNF \$814.98
 77700-VC5043-PLASTIC CANOPY PNF

Configured Price: \$21,713.98

BUY BOARD Discount: (\$4,777.08)

SUBTOTAL: \$16,936.90

Dealer Assembly: \$110.00

Freight Cost: \$712.50

PDI: \$400.00

Total Unit Price: \$18,159.40

Quantity Ordered: 1

Final Sales Price: \$18,159.40

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



TO: Mayor and City Council
FROM: Steven Daggs, Purchasing Agent
DATE: December 18, 2023
ITEM: 17
DESCRIPTION: Discuss and consider a Resolution authorizing the City Manager to sign a Master Intergovernmental Cooperative Purchasing Agreement with the Equalis Group LLC.

INTRODUCTION

The purpose of this item is to approve the City of Seagoville joining the Equalis Group cooperative purchasing organization.

BACKGROUND

City Staff have identified a vendor that is under contract with Equalis Group. City Ordinance requires that Council give approval before signing up with a Cooperative Purchasing Group.

Staff Proposes to sign up with Equalis Group to expedite the purchasing process. Cooperative contracts allow the city to complete projects at a faster rate than the usual bid process allows.

FINANCIAL IMPACT

There is no financial Impact.

RECOMMENDATION

Purchasing recommends approval.

ATTACHMENTS

1. Resolution
2. Purchasing Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH EQUALIS GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, understands and supports cooperative purchasing programs that benefit the City's best interest; and

WHEREAS, the City Council of the City of Seagoville, Texas, believes the establishment of a cooperative purchasing relationship with other governmental entities through Equalis Group is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Council of the City of Seagoville, Texas, hereby approves the Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group, LLC, a Delaware limited liability company, attached hereto and incorporated herein by this reference as Exhibit "A," and authorizes the City Manager to execute the agreement in substantially the form of that attached.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this
the 18th Day of December 2023.

APPROVED:

LACKEY S. SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
4886-7044-3159, v. 1

EXHIBIT “A”

4886-7044-3159, v. 1



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: December 18, 2023
ITEM: 18
DESCRIPTION: Discuss and consider approval of the Seagoville, Texas Santorini Public Improvement District Improvement Area #1 and Major Improvements Reimbursement Agreement.

INTRODUCTION

The purpose of this item is to approve the Santorini Public Improvement District Improvement Area #1 and Major Improvements Reimbursement Agreement.

BACKGROUND

On November 20, 2023 the City Council passed and approved a resolution creating the Santorini Public Improvement District as described by metes and bounds in said Resolution. The purpose of the District is to finance certain public improvements within the District as provided by Chapter 372, Texas Local Government Code, as amended that promote the interests of the City and confer a special benefit on the property being assessed by the City.

The District Property is being developed in accordance with that certain development agreement, executed by and between the Developer and the City effective December 20, 2022 and as amended November 20, 2023. The District Property is being developed in phases by the Developer and special assessments will be levied against benefitted properties within Improvement Area #1 of the District to pay the costs of the public improvements that confer a special benefit on the Improvement Area #1 Assessed Property.

RECOMMENDATION

This item has been reviewed by the legal team for City Council's consideration.

ATTACHMENTS

1. Reimbursement Agreement

**CITY OF SEAGOVILLE, TEXAS SANTORINI PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 AND MAJOR IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

This City of Seagoville, Texas Santorini Public Improvement District Improvement Area #1 and Major Improvements Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Seagoville, Texas (the “City”) and Seagoville Laguna Azure, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of December 18, 2023 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Santorini Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “Service and Assessment Plan”); and

WHEREAS, on November 20, 2023 the City Council passed and approved a resolution (the “Resolution”) creating the Santorini Public Improvement District (the “District”) as described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance certain public improvements within the District as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the property being assessed by the City; and

WHEREAS, the District Property is being developed in accordance with that certain development agreement, executed by and between the Developer and the City effective December 20, 2022 and as amended November 20, 2023 (together the “Development Agreement”); and

WHEREAS, the District Property is being developed in phases (each an “Improvement Area”) by the Developer and special assessments (the “Improvement Area #1 Assessments”) will be levied against benefitted properties within Improvement Area #1 of the District (the Improvement Area #1 Assessed Property”) to pay the costs of the public improvements that confer a special benefit on the Improvement Area #1 Assessed Property (the “Improvement Area #1 Improvements”); and

WHEREAS the Developer plans to develop certain public improvements that will benefit all property within the District (the “Major Improvements”) at the same time as the Improvement Area #1 Improvements and special assessments (the “Major Improvement Assessments”) will be levied against all property within the District (the “Major Improvement Assessed Property”) for the costs of the Major Improvements that confer a special benefit on all properties in the District; and

WHEREAS, the City Council intends to pass and approve one or more ordinances (each an “Assessment Ordinance”) which, among other things, shall approve the final Service and

Assessment Plan and any amendments thereto, (including the Improvement Area #1 Assessment Roll and the Major Improvements Assessment Roll), and shall levy Improvement Area #1 Assessments on property within Improvement Area #1 of the District, and shall levy the Major Improvement Assessments on all benefitted property in the District, and shall establish the dates upon which collection of such Improvement Area #1 Assessments and Major Improvement Assessments will begin; and

WHEREAS, the Service and Assessment Plan shall identify the Actual Costs of the Improvement Area #1 Improvements and the Major Improvements (plus financing costs as set forth in the Service and Assessment Plan) (the “Improvement Area #1 Improvement Costs” and “Major Improvement Costs,” respectively) that are to be assessed against the Improvement Area #1 Assessed Property and on the Major Improvements Assessed Property; and

WHEREAS, the Service and Assessment Plan shall allocate the Improvement Area #1 Improvement Costs to Improvement Area #1 Assessed Property and the Major Improvement Costs to the Major Improvements Assessed Property; and

WHEREAS, the Improvement Area #1 Assessments will be reflected on an Improvement Area #1 Assessment Roll, and the Major Improvements Assessments will be reflected on a Major Improvements Assessment Roll as approved by the City Council; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #1 Assessments (the “Improvement Area #1 Assessment Revenue”) shall be deposited first for the payment of debt service on Improvement Area #1 assessment revenue bonds issued with a pledge of such Improvement Area #1 Assessment Revenue (“Future Improvement Area #1 Bonds”) and in accordance with a trust indenture relating to such Future Improvement Area #1 Bonds (a “Bond Indenture”) and second, into a separate fund of the City (the “Improvement Area #1 Assessment Fund”) established for the District, that is separate from all other funds of the City and

WHEREAS, all revenue received and collected by the City from the collection of the Major Improvements Assessments (the “Major Improvements Assessment Revenue”) shall be deposited first for the payment of debt service on Major Improvements assessment revenue bonds issued with a pledge of such Major Improvements Assessment Revenue (“Future Major Improvements Bonds”) and in accordance with a trust indenture relating to such Future Major Improvements Bonds (a “Bond Indenture”) and second, into a separate fund of the City (the “Major Improvements Assessment Fund”) established for the District, that is separate from all other funds of the City and

WHEREAS, the Improvement Area #1 Assessment Revenue deposited into the Improvement Area #1 Assessment Fund shall be used to reimburse Developer and its assigns for the Improvement Area #1 Improvement Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$24,000,000; and

WHEREAS, the Major Improvements Assessment Revenue deposited into the Major Improvements Assessment Fund shall be used to reimburse Developer and its assigns for the Major Improvements Improvement Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$19,000,000;

WHEREAS, the obligations of the City to use the Improvement Area #1 Assessments and Major Improvements Assessments hereunder is authorized by the PID Act; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Improvement Area #1 Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within the costs shown on the Service and Assessment Plan, plus interest on the unpaid balance as set forth in Section 2(c) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amount as set forth in the Service and Assessment Plan, such amounts not to exceed \$24,000,000 (the “Improvement Area #1 Reimbursement Amount”), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #1 Assessment Fund.” The Improvement Area #1 Reimbursement Amount is payable from Improvement Area #1 Assessment Revenue to be deposited in the Improvement Area #1 Assessment Fund as described below and in accordance with this Reimbursement Agreement and the Development Agreement.
 - a. The Improvement Area #1 Reimbursement Amount is payable solely from: (i) the Improvement Area #1 Assessment Revenue received and collected by the City and deposited into Improvement Area #1 Assessment Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more

series of bonds (the “Future Improvement Area #1 Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Improvement Area #1 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.

- b. The Improvement Area #1 Assessment Revenue shall be received, collected and deposited into the Improvement Area #1 Assessment Fund, subject to the following limitations:
 - i. Calculation of the Improvement Area #1 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the Service and Assessment Plan.
 - ii. The Improvement Area #1 Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Improvement Area #1 Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the Service and Assessment Plan, or (ii) the issuance of any Future Improvement Area #1 Bonds, or (iii) in the event the Future Improvement Area #1 Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.
 - iii. The Developer and its assigns shall be reimbursed in an Improvement Area #1 Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$24,000,000 plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Improvement Area #1 Assessment Fund and as allowed under this Section. The Improvement Area #1 Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
 - iv. The unpaid Improvement Area #1 Reimbursement Amount shall bear simple interest per annum beginning on the date that all Improvement Area #1 Improvements have reached final completion and have been dedicated to the City and at the rate set forth in the Service and Assessment Plan, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Improvement Area #1 Bonds for the payment of the Improvement Area #1 Improvement Costs, the Improvement Area #1 Assessments shall bear interest at the rate of the Future Improvement Area #1 Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Improvement Area #1 Assessments pursuant to this section shall cease.

3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Major Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within the costs shown on the Service and Assessment Plan, plus interest on the unpaid balance as set forth in Section 2(c) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amount as set forth in the Service and Assessment Plan, such amounts not to exceed \$19,000,000 (the “Major Improvement Reimbursement Amount”), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Major Improvement Assessment Fund.” The Major Improvement Reimbursement Amount is payable from Major Improvement Assessment Revenue to be deposited in the Major Improvement Assessment Fund as described below and in accordance with this Reimbursement Agreement and the Development Agreement.
 - a. The Major Improvement Reimbursement Amount is payable solely from: (i) the Major Improvement Assessment Revenue received and collected by the City and deposited into Major Improvement Assessment Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the “Future Major Improvement Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Major Improvement Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
 - b. The Major Improvement Assessment Revenue shall be received, collected and deposited into the Major Improvement Assessment Fund, subject to the following limitations:
 - i. Calculation of the Major Improvement Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the Service and Assessment Plan.
 - ii. The Major Improvement Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Major Improvement Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the Service and Assessment Plan, or (ii) the issuance of any Future Major Improvement Bonds, or (iii) in the event the Future Major Improvement Bonds are not

issued, until the Major Improvement Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.

- iii. The Developer and its assigns shall be reimbursed in a Major Improvement Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$19,000,000 plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Major Improvement Assessment Fund and as allowed under this Section. The Major Improvement Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
 - iv. The unpaid Major Improvement Reimbursement Amount shall bear simple interest per annum beginning on the date that all Major Improvement Improvements have reached final completion and have been dedicated to the City and at the rate set forth in the Service and Assessment Plan, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Major Improvement Bonds for the payment of the Major Improvement Costs, the Major Improvement Assessments shall bear interest at the rate of the Future Major Improvement Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Major Improvement Assessments pursuant to this section shall cease.
4. The Improvement Area #1 Reimbursement Amount, plus the interest as described in Section 2(c)(ii) above, are collectively, the “Improvement Area #1 Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Improvement Area #1 Assessment Revenue received and collected by the City and deposited into the Improvement Area #1 Assessment Fund, subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Improvement Area #1 Improvement Area #1 Unpaid Balance, even if the Improvement Area #1 Unpaid Balance is not paid in full by the maturity date of the Improvement Area #1 Assessments. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #1 Assessment Revenue received, collected and deposited into the Improvement Area #1 Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Improvement Area #1 Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may

be amended, collectively the “Applicable Laws”) to cause the Improvement Area #1 Assessments to be collected and the liens related to such be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments for so long as an Improvement Area #1 Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #1 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #1 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

5. The Major Improvement Reimbursement Amount, plus the interest as described in Section 2(c)(ii) above, are collectively, the “Major Improvement Unpaid Balance.” The Major Improvement Unpaid Balance is secured by and payable solely from the Major Improvement Assessment Revenue received and collected by the City and deposited into the Major Improvement Assessment Fund, subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Major Improvement Unpaid Balance, even if the Major Improvement Unpaid Balance is not paid in full by the maturity date of the Major Improvement Assessments. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Major Improvement Assessment Revenue received, collected and deposited into the Major Improvement Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Major Improvement Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the “Applicable Laws”) to cause the Major Improvement Assessments to be collected and the liens related to such be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Major Improvement Assessments for so long as an Major Improvement Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Major Improvement Assessment Revenue and, as a result, is unable to make transfers from the Major Improvement Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

6. If Future Improvement Area #1 Bonds are issued to reimburse the costs of the Improvement Area #1 Improvements, the net proceeds of such Future Improvement Area #1 Bonds shall be used, from time to time, first to pay the Improvement Area #1 Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #1 Improvements and then to pay all or any portion of any Improvement Area #1 Improvement Costs, as set forth in the Service and Assessment Plan.
7. If Future Major Improvement Bonds are issued to reimburse the costs of the Major Improvements, the net proceeds of such Future Major Improvement Bonds shall be used, from time to time, first to pay the Major Improvement Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Major Improvements and then to pay all or any portion of any Major Improvement Costs, as set forth in the Service and Assessment Plan
8. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Improvement Area #1 Improvement Costs and the Major Improvement Costs as set forth in the Service and Assessment Plan. If the Improvement Area #1 Improvement Costs or Major Improvement Costs are less than the amounts set forth in Service and Assessment Plan, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Improvement Area #1 Bonds, or Future Major Improvement Bonds, as applicable, the payment of bond proceeds to the Developer for reimbursement of the costs of the Improvement Area #1 Improvements and Major Improvements, respectively, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future Improvement Area #1 Bonds or Future Major Improvement Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture.
9. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #1 Improvement Costs or Major Improvement Costs that are not part of the Improvement Area #1 Improvements or Major Improvements, respectively, identified in the Service and Assessment Plan and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
10. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City’s acceptance of the Improvement Area #1 Improvements and Major Improvements, pursuant to the City’s customary process, and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Improvement Area #1 Improvement Costs and Major Improvement Costs paid by Developer (a “Reimbursement Payment Request”) in a form acceptable to the City and the City’s PID

Administrator. Upon the issuance of Future Improvement Area #1 Bonds or Future Major Improvement Bonds, payment of the Improvement Area #1 Improvement Costs and Major Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Improvement Area #1 Bonds or Future Major Improvement Bonds, payment of the Improvement Area #1 Improvement Costs and Major Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.

11. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Improvement Area #1 Unpaid Balance (or Major Improvement Unpaid Balance, any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 20 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement, any Improvement Area #1 Assessment Revenues or Major Improvement Revenues received hereunder.
12. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.
13. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Improvement Area #1 Improvements and Major Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Improvement Area #1 Improvements and Major Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development

Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Improvement Area #1 Improvements and Major Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Improvement Area #1 Improvement or Major Improvement constructed by the Developer.

14. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #1 Improvement and Major Improvement and, upon completion, inspection and acceptance, convey each such Improvement Area #1 Improvement or Major Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Improvement Area #1 Assessment Fund or Major Improvement Assessment Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Improvement Area #1 Improvements and Major Improvements , required in connection with the development of the land within the PID.
15. Within twenty (20) business days of receipt of any Reimbursement Payment Request, the City's PID Administrator shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the City for payment (from those funds available in the Improvement Area #1 Assessment Fund or Major Improvement Assessment Fund, as applicable), or (ii) in the event the City's PID Administrator disapproves the Reimbursement Payment Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall process such partially approved Reimbursement Payment Request for payment.
16. Unless otherwise specified in the Development Agreement, within twenty (20) business days of receipt of any completed and correct Certificate for Payment required under any Indenture for Future Improvement Area #1 Bonds or Future Major Improvement Bonds, the City's PID Administrator shall either (i) approve and forward for City execution, the Certificate for Payment and then forward the same to the Trustee for payment, or (ii) in the event the City's PID Administrator disapproves the Certificate for Payment, give written notification to the Developer of such disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City shall specify the

extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate for Payment to the Trustee for the Trust Indenture for payment

17. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #1 Assessment Fund or Major Improvement Assessment Fund, as applicable, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area #1 Improvements or Major Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
19. The Developer shall furnish to the City a preliminary title report for land with respect for Improvement Area #1 Improvements and Major Improvements that are to be acquired and accepted by, but has not been previously conveyed to, the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #1 Improvement or a Major Improvement.
20. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Kaufman County, Texas.
21. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
702 N. Highway 175
Seagoville, Texas 75159
972-287-2050

With a copy to: Attn: City Attorney, Victoria Thomas
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, 1800 Ross Tower
Dallas, Texas 75201
214-965-9900

To the Developer: Attn: _____

With a copy to: Attn: _____

With a copy to: Attn: _____

22. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #1 Assessments or Major Improvement Assessments contrary to the provisions of the PID Act.

23. Remedies:
a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail

the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure or Default by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure or Default by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. Notwithstanding the foregoing, the following are considered a Default under this Reimbursement Agreement, subject to any notice and applicable cure period as set forth herein:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement;
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation

of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

- vi. The failure by Developer or any Affiliate to pay any taxes or Improvement Area #1 Assessments or Major Improvement Assessments on property owned by the Developer and/or any Affiliates within the PID or in the TIRZ (as defined in the Development Agreement), if such failure is not cured within fifteen (15) days of provision of written notice thereof.
 - vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement or
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

- f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
24. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #1 IMPROVEMENTS AND MAJOR IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**
25. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Improvement Area #1 Bonds or Future Major Improvement Bonds issued to reimburse the costs of the Improvement Area #1 Improvements and Major Improvements, the Indenture securing such Future Improvement Area #1 Bonds or Future Major Improvement Bonds shall control as the provisions relate to the Improvement Area #1 Assessments and Major Improvement Assessments, respectively. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
26. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

27. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
28. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
29. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
30. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
31. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
32. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
33. The term of this Reimbursement Agreement with respect to the Reimbursement Amount is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii)

termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area #1 Improvements and Major Improvements that have been approved and accepted by the City pursuant to an approved Certification for Payment or Reimbursement Payment Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate with respect to any reimbursements for Improvement Area #1 Improvements.

34. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
35. During the term of the Reimbursement Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.
36. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.
37. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation

is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.

38. Pursuant to Section 2274.002 Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business

league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.

39. Pursuant to Section 2276.002 Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run,
40. As used in Sections 33 through 36, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
41. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF SEAGOVILLE

Sara Egan, City Secretary

Lackey Stepper Sebastian, Mayor

SEAGOVILLE LAGUNA AZURE, LLC,

a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of **SEAGOVILLE LAGUNA AZURE, LLC**, a Texas limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

