

CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

Meeting Agenda

City Council

Monday, February 14, 2022 4:00 PM

Council Chambers

REGULAR MEETING

- 1. 4:00 P.M. CALL MEETING TO ORDER
- 2. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. DC-20-16161

Seek Advice of City Attorney Regarding Hotel/Motel Agreements

Seek Advice of City Attorney Regarding Legal Provisions for Bond or Debt Instrument Issuance

B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Land Acquisition for Future Development

Economic Development Project #21-09

Economic Development Project #21-28

- C. Personnel Matters Pursuant to Section 551.074
- D. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

Economic Development Project #21-27

Economic Development Project #22-04

- 3. 6:50 P.M. COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION
- 4. <u>7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION RECONVENE</u>
 INTO REGULAR BUSINESS SESSION
- 5. <u>INVOCATION</u>
- 6. PLEDGE OF ALLEGIANCE
- 7. <u>TEXAS PLEDGE</u>

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

8. <u>CITIZEN COMMENTS</u>

Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK UNLESS YOU ARE SPEAKING ON A SCHEDULED PUBLIC HEARING ITEM. After the close of the citizen comments portion of the meeting only comments related to public hearings will be heard. All comments are limited to five (5) minutes.

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to the start of the meeting.

9. <u>COUNCIL ANNOUNCEMENTS</u>

10. STAFF COMMENTS

In addition to matters specifically listed below, Staff comments may include updates on ongoing or proposed projects and address of posted agenda items.

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

B. Police Department Report

<u>22-4525</u> Presentation of the Mansfield Police Department Annual Contact Report for 2021

Presenters: Tracy Aaron

Attachments: 2021 Citizen Contact Report

11. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

12. CONSENT AGENDA

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff's recommendation.

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas Through the State Homeland Security Program (SHSP)

<u>Presenters:</u> Tracy Aaron <u>Attachments:</u> Resolution

22-4503 Resolution - A Resolution Authorizing a Contract with Freese and Nichols, Inc for the Sanitary Sewer Evaluation Study for an Amount not to Exceed \$145,000 (Utility Fund)

Presenters: Jeff Price and Alex Whiteway

Attachments: Resolution

Resolution - A Resolution of the City of Mansfield, Texas, Calling for a General Election to be Held on May 7, 2022; Designating Polling Places; Establishing Election Precincts Within the City; Appointing an Election Judge and Alternate Judge; Establishing Other Procedures for Conducting the Election; Establishing a Date for Canvassing Returns; Establishing a Date for Runoff Election, if Necessary; and Providing an Effective Date

<u>Presenters:</u> Susana Marin <u>Attachments:</u> Resolution

Resolution Spanish

22-4514

Resolution - A Resolution Authorizing the City Manager to Enter into Interlocal Agreements with Tarrant County for the Asphalt Street Reconstruction of Oakwood Court and W. Kimball Street along with Asphalt Overlays of Wildwood Court and Dawson Street for a Cost Not to Exceed \$291,000.00 (General Fund - Street Operations Budget)

<u>Presenters:</u> Bart VanAmburgh

Attachments: Resolution

TC Asphalt Roadway Rebuilds 2022
TC Asphalt Roadway Rebuilds 2022

22-4515

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$400,000.00 and Approving a Contract with Pacheco Koch Consulting Engineers, Inc. for Engineering Design Services to Prepare Intersection Improvements at Heritage Parkway/S. Main Street for Public Bidding and Construction (Street Bond Fund)

Presenters: Bart VanAmburgh

Attachments: Resolution

Heritage-Main Intersection

22-4516

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Amending Resolution No. RE-3774-21 Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

<u>Presenters:</u> Troy Lestina <u>Attachments:</u> Resolution

22-4517 Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with Tyler Technologies, Inc on Behalf of the City to Provide ERP Software Solutions to the City

Presenters: Troy Lestina

Attachments: Resolution

Agreement

22-4518 Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with UKG, Inc on Behalf of the City to Provide HRIS Software Solutions to the City

Presenters: Troy Lestina

Attachments: Resolution

UKG Agreement

UKG Master Services Agreement

Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with Xerox Business Solutions Southwest on Behalf of the City to Provide Copier Equipment, Subject to Final Review and Approval by the City Attorney

<u>Presenters:</u> Troy Lestina

<u>Attachments:</u> Resolution

22-4520 Resolution - A Resolution to Consider Executing a Consultant Agreement with Kimley-Horn and Associates, Inc. in the amount of \$247,000 for Professional Services Related to the Design for Phase 3B of the Walnut Creek Linear Park Trail System

Presenters: Matt Young

Attachments: Resolution

Professional Services Agreement

22-4523 Resolution - A Resolution to Consider Awarding a Contract to Designing Local, Ltd. for a Cultural Arts Master Plan Study in an Amount Not to Exceed \$140,000

Presenters: Theresa Cohagen and Rosalie Gilbert

Attachments: Resolution

22-4527 Resolution - A Resolution Authorizing an Amendment to the BRW Architects Inc. Contract for the New Mansfield Police Department Design in the amount of \$733,000.00 to the new Contract Total of \$2,593,000.00

<u>Presenters:</u> Tracy Aaron
Attachments: Resolution

Mansfield Police Station Amendment

22-4511 Request for Special Event Permit: Mansfield Pickle Parade & Palooza

<u>Presenters:</u> Jason Alexander and Theresa Cohagen <u>Attachments:</u> <u>Pickle Parade Special Event Permit</u>

<u>22-4512</u> Minutes - Approval of the January 24, 2022 Regular City Council Meeting

Minutes

Presenters: Susana Marin

Attachments: 1-24-22 DRAFT Meeting Minutes

<u>22-4513</u> Minutes - Approval of the January 31, 2022 Special City Council Meeting

Minutes

Presenters: Susana Marin

Attachments: 1-31-22 DRAFT Meeting Minutes

END OF CONSENT AGENDA

13. OLD BUSINESS

<u>22-4521</u> Discussion and Possible Action Regarding Parklet 117

Presenters: Todd Tonore, Tamera Bounds, Mike Leyman and Michael Evans

14. PUBLIC HEARING

Public Hearing and Consideration of a Request for a Specific Use Permit for a Kennel on Approximately 1.475 Acres out of the John Roberston Survey, Abst. No. 1317, Tarrant Co., TX, Located at 400 South U.S. 287; Cyndi Bembenek on Behalf of 34.5 Acres Highway 287, LLC, Owner, and Camp Bow Wow, Proposed Tenant (SUP# 21-010)

Presenters: Jason Alexander

Attachments: Maps and Supporting Information

Exhibit A - Property Description

Exhibit B - Site Plan

Exhibit C - Building Elevation Exhibit D - Landscape Plan Exhibit E - Sign and Fence Plan

22-4509 Public Hearing and Consideration of a Request for a Specific Use Permit

for an Auto Rental on Approximately 5.82 Acres Being Lot 3, Block 1, Mansfield Commons Located at 920 North U.S. 287, Suite 306; The Commons at Walnut Creek 18, Owner; Avis Budget, Proposed

Tenant/Applicant (SUP#21-009)

Presenters: Jason Alexander

Attachments: Maps and Supporting Information

Exhibit A Exhibits B-D

15. PUBLIC HEARING AND FIRST READING

22-4510 Ordinance - Public Hearing and First Reading on an Ordinance Approving

> a Zoning Change from SF-7.5/12 to D, Downtown District, SD-1, Broad Street Corridor Zone and D-3, Urban Center Zone on Approximately 3.571 Acres Located at 708 E. Broad Street; Bannister Engineering,

Engineer/Surveyor; DD Benson Development LLC, Owner (ZC#22-001)

Presenters: Jason Alexander

Attachments: Ordinance

Maps and Supporting Information

Zoning Delineation Map

16. **NEW BUSINESS**

22-4522 Ordinance - An Ordinance of the City of Mansfield, Texas, Calling for a

> Bond Election to be Held on May 7, 2022; Making Provisions for the Conduct of the Election and Other Provisions Relating Thereto; and

Providing and Effective Date

Presenters: Susana Marin Attachments: Ordinance

22-4524 Ordinance - An Ordinance of the City of Mansfield, Texas, Authorizing the

> Conveyance of Approximately 46 Acres of City Owned Real Property; Authorizing the City Manager to Execute all Documents Necessary to

Complete the Transaction; and Providing an Effective Date

Attachments: Ordinance Exhibit A

Exhibit B

Bid Documents

17. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the February 14, 2022 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, February 10, 2022 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary	,	
Approved as to form:		
City Attorney		
DATE OF POSTING: DATE TAKEN DOWN:	TIME:	am/pm am/pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 473-0211 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4525

Agenda Date: 2/14/2022 Version: 1 Status: To Be Presented

In Control: City Council File Type: Presentation

Agenda Number:

Title

Presentation of the Mansfield Police Department Annual Contact Report for 2021

Requested Action

None

Recommendation

None

Description/History

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001 the Texas Racial Profiling Law. Since then, the Mansfield Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Act requires for all law enforcement agencies in the state to collect additional data and provide a more detailed analysis.

Not later than March 1 of each year, the local Law Enforcement Agency shall submit a report containing the information compiled during the previous calendar year to the governing body of the municipality served by the agency as well as the Texas Commission on Law Enforcement (TCOLE).

The attached reports titled Mansfield Police Department Annual Contact Report for 2021 completed by Alex del Carmen, PH.D. of Del Carmen Consulting, LLC serves as evidence of the Mansfield Police Department's commitment to comply with the Texas Racial Profiling Law.

Justification

NA

Funding Source

NA

Prepared By

Tracy L. Aaron, Chief of Police, Mansfield Police Department 817 804 5782

2021 Racial Profiling Report

Mansfield Police Department





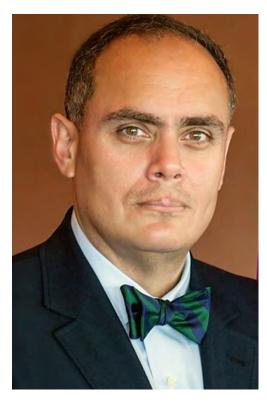
"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

February 2, 2022 Mansfield City Council 1305 E. Broad Street Mansfield, Texas 76063

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Mansfield Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Mansfield Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Mansfield Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the Mansfield Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the Mansfield Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS

Informing the Public on the Process of Filing a Compliment or Complaint with the Mansfield Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Mansfield Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Mansfield Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Mansfield Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Mansfield Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Mansfield has been included in this report.

It is important to recognize that the Chief of the Mansfield Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Mansfield Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



RACIAL PROFILING COURSE NUMBER 3256 TEXAS COMMISSION ON LAW ENFORCEMENT SEPTEMBER 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

5 <u>1</u>

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

- 1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.
- 1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

- 1. Definition of what constitutes racial profiling
- 2. Prohibition of racial profiling
- 3. Complaint process
- 4. Public education
- 5. Corrective action
- 6. Collection of traffic-stop statistics
- 7. Annual reports
- B. Not prima facie evidence
- C. Feasibility of use of video equipment
- D. Data does not identify officer
- E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

- 1. Physical description of detainees: gender, race or ethnicity
- 2. Alleged violation
- 3. Consent to search
- 4. Contraband
- 5. Facts supporting probable cause
- 6. Arrest
- 7. Warning or citation issued
- G. Compilation and analysis of data
- H. Exemption from reporting audio/video equipment
- I. Officer non-liability
- J. Funding
- K. Required training in racial profiling
- 1. Police chiefs
- 2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

- 1. Motor vehicle search exemption
- 2. Traffic violation acceptable as pretext for further investigation
- 3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

- 1. Stop & Frisk doctrine
- 2. Stopping and briefly detaining a person
- 3. Frisk and pat down

C. Other cases

- 1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
- 2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
- 3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
- 4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
- 5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
- 6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

- 2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.
- 2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.
- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds it is a waste of law enforcement resources.





3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

- 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
- 2. The driver and passengers are questioned about things that do not relate to the traffic violation
- 3. The driver and passengers are ordered out of the vehicle
- 4. The officers visually check all observable parts of the vehicle
- 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
- 6. The driver is asked to consent to a vehicle search if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
- 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
- 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
- 3. Vehicle is rented
- 4. Driver is a young male, 20-35
- 5. No visible luggage, even though driver is traveling
- 6. Driver was over-reckless or over-cautious in driving and responding to signals
- 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
- 1. Non-standard repainting (esp. on a new vehicle)
- 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
- 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
- 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
- 1. Not consistent with traffic flow
- 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
- 3. Driver begins using a car- or cell-phone when signaled to stop
- 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
- 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
- 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm



Report on Complaints

d	uring the time perio	ontains data regarding officers that have be od of 1/1/21-12/31/21 based on allegation acial Profiling Law. The final disposition of th	s outlining possible violations
o ti	n any members of it me period of 1/1/21-	es that the Mansfield Police Department has police force, for having violated the Texas 12/31/21. Possible Violations of The Texas Racial Pr	Racial Profiling Law during the
	Complaint Number	Alleged Violation	Disposition of the Case
	1	Racial Profiling	Unfounded
	2	Racial Profiling	Unfounded
			I
Δ	Additional Commer	nts:	
\mid			
F			
F			

TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

TOTAL STOPS: 20,011

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	14,424
US Highway	3,205
County Road	6
State Highway	2,327
Private Property	49

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	207
No	19,804

RACE OR ETHNICITY

Alaska Native/American Indian	100
Asian/Pacific Islander	665
Black	5,805
White	9,762
Hispanic/Latino	3,679

GENDER

Female Total: 7,726

Alaska Native/American Indian	29
Asian/Pacific Islander	229
Black	2,366
White	3,878
Hispanic/Latino	1,224

Male Total: 12,285

Alaska Native/American Indian	71
Asian/Pacific Islander	436
Black	3,439
White	5,884
Hispanic/Latino	2,455

REASON FOR STOP?

Violation of Law Total: 1,163

Alaska Native/American Indian	9
Asian/Pacific Islander	40
Black	303
White	518
Hispanic/Latino	293

Pre-existing Knowledge Total: 189

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	69
White	92
Hispanic/Latino	26

Moving Traffic Violation Total: 13,900

Alaska Native/American Indian	74
Asian/Pacific Islander	477
Black	3,847
White	6,902
Hispanic/Latino	2,600

Vehicle Traffic Violation Total: 4,759

Alaska Native/American Indian	16
Asian/Pacific Islander	147
Black	1,586
White	2,250
Hispanic/Latino	760

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	3	97
Asian/Pacific Islander	7	658
Black	358	5,447
White	336	9,426
Hispanic/Latino	127	3,552
TOTAL	831	19,180

REASON FOR SEARCH? Consent Total: 121

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	23
White	77
Hispanic/Latino	20

Contraband (in plain view) Total: 64

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	28
White	30
Hispanic/Latino	6

Probable Cause Total: 548

Alaska Native/American Indian	2
Asian/Pacific Islander	4
Black	277
White	175
Hispanic/Latino	90

Inventory Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	10
White	23
Hispanic/Latino	2

Incident to arrest Total: 62

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	20
White	31
Hispanic/Latino	9

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	3	0
Asian/Pacific Islander	4	3
Black	292	66
White	249	87
Hispanic/Latino	94	33
TOTAL	642	189

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	3
Asian/Pacific Islander	0	4
Black	35	257
White	33	216
Hispanic/Latino	8	86
TOTAL	76	566

DESCRIPTION OF CONTRABAND

Drugs Total: 475

Alaska Native/American Indian	2
Asian/Pacific Islander	2
Black	235
White	165
Hispanic/Latino	71

Currency Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	0

Weapons Total: 12

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	6
White	3
Hispanic/Latino	1

Alcohol Total: 48

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	11
White	24
Hispanic/Latino	13

Stolen Property Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	2
Hispanic/Latino	0

Other Total: 103

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	38
White	55
Hispanic/Latino	9

RESULT OF THE STOP

Verbal Warning Total: 13,413

Alaska Native/American Indian	52
Asian/Pacific Islander	486
Black	4,283
White	6,650
Hispanic/Latino	1,942

Written Warning Total: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	4
Hispanic/Latino	4

Citation Total: 6,250

Alaska Native/American Indian	47
Asian/Pacific Islander	175
Black	1,390
White	2,945
Hispanic/Latino	1,693

Written Warning and Arrest Total: 1

	Alaska Native/American Indian	0
	Asian/Pacific Islander	0
	Black	0
	White	1
Ī	Hispanic/Latino	0

Citation and Arrest Total: 37

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	14
White	18
Hispanic/Latino	5

Arrest Total: 301

Alaska Native/American Indian	1
Asian/Pacific Islander	4
Black	117
White	144
Hispanic/Latino	35

ARREST BASED ON Violation of Penal Code Total: 175

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	67
White	85
Hispanic/Latino	20

Violation of Traffic Law Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	4
Hispanic/Latino	1

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 157

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	62
White	74
Hispanic/Latino	19

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	100
Asian/Pacific Islander	0	665
Black	0	5,805
White	0	9,762
Hispanic/Latino	0	3,679
TOTAL	0	20,011



17 ₂



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	100	47	52	0	0%	1%	0%	0%
Asian/ Pacific Islander	665	175	486	0	3%	3%	4%	0%
Black	5,805	1,404	4,283	1	29%	22%	32%	11%
White	9,762	2,963	6,650	4	49%	47%	50%	44%
Hispanic/ Latino	3,679	1,698	1,942	4	18%	27%	14%	44%
TOTAL	20,011	6,287	13,413	9	100%	100%	100%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	3%	5%
Black	29%	15%
White	49%	60%
Hispanic/Latino	18%	20%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	3	0	1
Asian/Pacific Islander	7	1	4
Black	358	23	131
White	336	77	163
Hispanic/Latino	127	20	40
TOTAL	831	121	339

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	З	3	0	1	0%	0%	0%	0%
Asian/ Pacific Islander	7	4	3	4	1%	1%	2%	1%
Black	358	292	66	131	43%	45%	35%	39%
White	336	249	87	163	40%	39%	46%	48%
Hispanic/ Latino	127	94	33	40	15%	15%	17%	12%
TOTAL	831	642	189	339	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

Audit Data	Data Number of Data Date of Completi Audits Completed		Outcome of Audit
	1	03/01/21	Data is accurate
	2	06/01/21	Data is accurate
	3	09/01/21	Data is accurate
	4	12/01/21	Data is accurate

ADDITIONAL COMMENTS:						

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	1	0	0	0	1%	0%	0%	0%
Asian/ Pacific Islander	2	0	0	2	1%	0%	0%	1%
Black	67	2	0	62	38%	29%	0%	39%
White	85	4	0	74	49%	57%	0%	47%
Hispanic/ Latino	20	1	0	19	11%	14%	0%	12%
TOTAL	175	7	0	157	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	3	3	100%	0%	0%
Asian/ Pacific Islander	7	4	57%	1%	1%
Black	358	292	82%	43%	45%
White	336	249	74%	41%	39%
Hispanic/Latino	127	94	74%	15%	15%





ANALYSIS AND INTERPRETATION

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or an arrest made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it became a requirement that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information has been to determine if police officers, in a particular municipality, are engaging in the practice of racially profiling minority motorists.

In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or <u>other evidence</u> was discovered in the course of those searches.

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the Mansfield Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Mansfield Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Mansfield Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the Mansfield Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2021) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Blacks. Of those that came in contact with the police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites and Hispanics.

Regarding searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Whites, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Blacks; this was followed by Whites. Of the searches that did not produce contraband, most were of Whites. Most arrests were made on Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of "households" in the Dallas Fort-Worth (DFW) Metroplex who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Hispanics, Asians and American Indians that came in contact with the police was the same or lower than the percentage of White, Hispanic, Asian and American Indian households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Blacks. That is, a higher percentage of Blacks came in contact with the police than the percentage of Black households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Whites. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Asians.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the Mansfield Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Mansfield Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Mansfield Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Mansfield Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

CHECKLIST





TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

- the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person's gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.
- (2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:
 - (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the person detained consented to the search; and
- (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

- (1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:
 - (1) a physical description of each person detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the traffic law or ordinance alleged to have been violated or the suspected offense;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband was discovered in the course of the search and the type of contraband discovered;
- (5) whether probable cause to search existed and the facts supporting the existence of that probable cause;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
 - (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

- (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

- (c) A report required under Subsection (b) must include:
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) determine the prevalence of racial profiling by peace officers employed by the agency; and (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
- (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

- (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:
- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).
- Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.
- SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:
- Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

- SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:
- (j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:
- (1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;
- (2) implementing laws and internal agency policies relating to preventing racial profiling; and
 - (3) analyzing and reporting collected information.
- SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:
- (e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:
- (d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).
- SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:
- Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) The record must be made on a form or by a data processing method acceptable to the department and must include:
- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
 - (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
 - (7) the plea, the judgment, and whether bail was forfeited;
 - (8) [(7)] the date of conviction; and
 - (9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

- (1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and
- (2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

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President of the Senate	Speaker of the House	

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Approved:				
Date				
Governor				

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

- (1) Strike the following SECTIONS of the bill:
- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).
- (2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[traffic] stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to _arrests made as a result of [resulting from] those [traffic] stops, including information relating to:
- (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the <u>individual</u> [person] detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

- (A) the Commission on Law Enforcement Officer Standards and Education; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[:
- [(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).
- [(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of <u>any</u> [each] person <u>operating the motor vehicle who is</u> detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the <u>initial reason for the stop</u> [traffic law or ordinance alleged to have been violated or the suspected offense];
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband <u>or other evidence</u> was discovered in the course of the search and <u>a</u> <u>description</u> [the type] of the contraband <u>or evidence</u> [discovered];
- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or

- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];
- (6) whether the officer made an arrest as a result of the stop or the search, including <u>a statement</u> of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or <u>ordinance</u>, or an <u>outstanding warrant and</u> a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a <u>written</u> warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].
- SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the <u>incident-based data</u> [information] compiled during the previous calendar year to <u>the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].</u>
- (c) A report required under Subsection (b) must <u>be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:</u>
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and
- (B) examine the disposition of <u>motor vehicle</u> [traffic and pedestrian] stops made by officers employed by the agency, <u>categorized according to the race or ethnicity of the affected persons, as appropriate,</u> including <u>any</u> searches resulting from [the] stops <u>within the applicable jurisdiction</u>; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.135. <u>PARTIAL</u> EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and <u>the chief administrator of</u> a law enforcement agency, <u>regardless of whether the administrator is elected</u>, <u>employed</u>, <u>or appointed</u>, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and
- (B) each <u>motor vehicle</u> [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).
- SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:
- Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
- (b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

- (c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.
- SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:
- Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:
- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.
- (b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.
- (c) In this article, a person is considered convicted if:
- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.
- (d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.
- (e) The custodian of a county or municipal treasury shall:
- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.
- (f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).
- (g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.
- (h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.
- (i) Funds collected under this article are subject to audit by the comptroller.
- SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and graffiti eradication fee</u> (Art. 102.0171, Code of Criminal Procedure) . . . <u>\$50</u> [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION ______. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$\frac{5}{5}\$]; [\frac{1}{3}]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION _____. Section 102.101, Government Code, is amended to read as follows:
- Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5:
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION . Section 102.121, Government Code, is amended to read as follows:
- Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
- Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
- SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
- (1) this chapter;

- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.
- SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.
- (b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

- (3) "Race or ethnicity" means the following categories:
- (A) Alaska native or American Indian;
- (B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

- (a) In this section, "race or ethnicity" means the following categories:
- (1) Alaska native or American Indian;
- (2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (3) black;
- (4) white; and
- (5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President o	of the Senate		Speaker of the House
•	H.B. No. 3051 was pas 2 present, not voting.	•	n May 4, 2017, by the following vote: Yea
Chief Clerk of	f the House		
certify that ote: Yeas 3		passed by the Sena	nate on May 19, 2017, by the following
Secretary of	the Senate		
APPROVED:			
	Date		
Go	vernor		

The Sandra Bland Act (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS: ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

- (2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:
- (A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

- (B) provide to the magistrate a written assessment of the information collected under Paragraph (A).
 - (2) The magistrate is not required to order the collection of information under Subdivision

- (1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision
- (1). A court that elects to use the results of that previous determination may proceed under Subsection (c).
- (3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.
- (b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:
- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
 - (3) recommended treatment.
- (c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:
- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
 - (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.
- (d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or
 - (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
 - (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and
- (4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.
- (b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

- (2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].
 - (b) The department shall require each entity awarded a grant under this section to:
- (1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]
- (2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and
- (3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.
- (b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).
- (c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent offense;
- (2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];
- (3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:
- (A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and
- (B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and
- (4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.
- (c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:
 - (1) mental illness or intellectual disability [mental retardation] is chronic in nature; or
- (2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
- (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
- (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
- (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
- (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
- (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
- (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
- (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
- (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

- (C) solutions to operational challenges for jails;
- (17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;
- (18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
- (A) determine if a prisoner is pregnant; and
- (B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;
- (19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]
- (20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;
 - (21) [(20)] require the sheriff of each county to:
- (A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
- (B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;
- (22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
- (A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
- (B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and
- (23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

- (b) The prisoner safety fund consists of:
- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.
- (c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).
- (d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.
 - (b) The commission shall prescribe a form for the report required by Subsection (a).
- (c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.
- (d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

- (b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection
- (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

- (b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.
- (c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

- (d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.
- SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.
- (n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

- (b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:
 - (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
- (A) civil rights, racial sensitivity, and cultural diversity;
- (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
- (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
- (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
- (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

- (n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).
- SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.
- SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.
- (b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.
- SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.
- (b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

- SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
 - (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or
- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 - (7) the street address or approximate location of the stop; [and]
- (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
 - (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

- (1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and
 - (2) make accessible online:
- (A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

,	oublic disclosure under Chapter 552, Government Co g to the information to make the information ct takes effect September 1, 2017.	,
·	President	of the
Senate Speaker of the House		
I hereby certify that S.B. No. 1849 p Yeas 31, Nays 0.	passed the Senate on May 11, 2017, by the followin	ng vote:
Secretary	y of the Senate	
I hereby certify that S.B. No. 184	9 passed the House on May 20, 2017, by the following	าg vote:
Yeas 137, Nays 0, one present not vo	oting.	
ARTICLE 6. EFFECTIVE DATE		
SECTION 6.01. Except as otherwise p	provided by this Act,	
Approved:		
Date	-	
Governor	-	
Chief Clerk of the House	-	

MANSFIELD POLICE DEPARTMENT RACIAL PROFILING POLICY



202

MANSFIELD POLICE DEPARTMENT

Bias-Based Policing

Effective Date: 09-01-2017

Approved: <u>Tracy Aaron</u>
Chief of Police

TBP: 2.01, 12.08

202.01 POLICY

The Mansfield Police Department is committed to respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population: respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

202.02 PURPOSE

The purpose of the policy is to reaffirm the Mansfield Police Department's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

202.03 DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. <u>Bias</u>: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. <u>Biased policing</u>: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. <u>Ethnicity</u>: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.
- D. <u>Gender</u>: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. <u>Probable cause</u>: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. <u>Race</u>: A category of people of a particular decent, including Alaska native / American Indian, Black, White, Hispanic or Latino, and Pacific Islander. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. <u>Racial profiling</u>: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulable, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. <u>Sex</u>: A biological classification, male or female, based on physical and genetic characteristics.
- J. <u>Stop</u>: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

202.04 PROCEDURES

A. General responsibilities

- 1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP 2.01)
- 2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports when applicable.
- 3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- 4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - All personnel shall courteously accept, document, and forward to the Chief of Police or designee any complaints made by an individual against the department.
- 5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
- 6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification

number, name of the immediate supervisor, or any other reasonable information.

7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

- Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
- 2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
- Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
- 4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
- 5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
- 6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP 2.01)

Officers shall complete all training required by state law regarding bias based profiling.

202.05 COMPLAINTS

A. The department shall publish literature outlining our prohibitions on bias based policing and an explanation of how to file a complaint. This literature will be made available at all police facilities in the city. The department's complaint process and its bias based profiling policy will be posted on the department's website.

- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 204 (Internal Investigation and Disciplinary Process).
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

202.06 RECORD KEEPING

- A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- B. The information collected above will be reported to the city council annually.
- C. The information will also be reported to TCOLE in the required format.

202.07 DATA COLLECTION & REPORTING

- A. An officer is required to collect information relating to motor vehicle stops in which a citation is issued and/or arrests made as a result of those stops. This information collected must include:
 - 1. The race or ethnicity of the individual detained;
 - 2. Whether a search was conducted and, if so,
 - 3. Whether it was a consent search or a probable cause search; and

Note: It is strongly recommended that consent searches only be conducted with consent documented in writing or through the audio/video recording. If an individual indicates that they will consent to a search but refuses to sign the form, fill out the consent form anyway and indicate "consented to search but refused to sign," inserting the officer's initials and the signature of any witness in the signature block.

- 4. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- B. Required by March 1st of each year, the Chief of Police shall submit a report of the information collected from the preceding calendar year to:
 - 1. Texas Commission on Law Enforcement
 - 2. The governing body of the municipality served by the agency.

The report will include:

- 1. a breakdown of motor vehicle stops resulting in a citation only, an arrest only, or both;
- 2. the race or ethnicity of the individual detained; and

- 3. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 4. Whether a search was conducted and, if so,
- 5. Whether it was a consent search or a probable cause search
 The data collected as a result of the reporting requirements shall not
 constitute prima facie evidence of racial profiling.

202.08 USE OF MOBILE VIDEO/AUDIO RECORDING EQUIPMENT

- A. The Mansfield Police Department is able to claim a Partial Exemption to Racial Profile Reporting (Tier 1) due to the following;
 - 1. All cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment; and
 - 2. Each officer, normally making motor vehicle stops, is equipped with body worn audio/video recording equipment.
- B. The Mansfield Police Department shall retain the video and audio or audio documentation of each motor vehicle stop for at least two years plus 31 days after the date of the stop. These recordings are stored using in-house computer servers that are secured in the police IT area and archives saved to blu-ray disc for retrieval after memory in the servers becomes limited. The discs are stored in the secured police records area of the Department. (TBP 12.08)
- C. If a complaint is filed with this department alleging that a peace officer employed by the department has engaged in racial profiling with respect to a motor vehicle stop, the department shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- D. Police supervisors in Divisions having police vehicles equipped with MVR equipment used to record motor vehicles stops will ensure officers of their Division are recording these stops. An MVR recording of each officer operating such a vehicle will be reviewed at least three times quarterly by their immediate supervisor. If there is less than three such recordings, then the supervisor will review all available MVR recordings during that period. This does not replace the requirement to review Body Camera footage noted in General Orders PD503.10. A log will be maintained reflecting the review of each recording and maintained by the affected Division Captains. The following information will be captured on the log:
 - Date/Time the review conducted
 - 2. Supervisor conducting the review
 - 3. Officer being reviewed
 - 4. Date/Time of the motor vehicle stop(s) being reviewed

- 5. Number of motor vehicle stops reviewed
- 6. Findings related to the review
- E. If the equipment used to record audio and/or video of a motor vehicle stop is malfunctioning or otherwise not operable, the officer shall report the malfunction to his/her supervisor without delay.

EFFECTIVE:

Tracy Aaron Chief of Police





For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting 817.681.7840 www.texasracialprofiling.com www.delcarmenconsulting.com

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CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4496

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas Through the State Homeland Security Program (SHSP)

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

The City of Mansfield Police Department SWAT Unit's current thermal imaging unit is aging and have become unreliable. Technology such as this provides a measure of safety in that it allows our operators the ability to see in total darkness.

Justification

This grant will provide \$9,232.00 in funding for four thermal imagining monoculars that detect heat signatures in total darkness. The grant does not require a match.

Funding Source

The funding will be provided by The Office of the Governor of Texas through the State Homeland Security Program (SHSP).

Prepared By

Nicole Puckett, Grant Writer (817)728-3932

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR OF TEXAS THROUGH THE STATE HOMELAND SECURITY PROGRAM (SHSP)

WHEREAS, the City of Mansfield and the police department is a unit of local government that meets the criteria established by the SHSP State Homeland Security Program and the state of Texas to apply for and receive grant funds under this program; and,

WHEREAS, the City of Mansfield Police Department SWAT Unit's current imaging unit is aging and have become unreliable. Technology such as this provides a measure of safety in that it allows our operators the ability to see in total darkness; and,

WHEREAS, the City of Mansfield and the police department is seeking an amount not to exceed \$9,232.00 in grant program funding with no match required; and,

WHEREAS, the City of Mansfield and the police department agrees to comply with all program rules as set out in the grant program guidelines; and

WHEREAS, the City of Mansfield agrees that in the event of loss or misuse of the State Homeland Security Program funds, the City of Mansfield assures that the funds will be returned to the State Homeland Security Program in full; and,

WHEREAS, the City of Mansfield designates Troy Lestina (Chief Financial Officer) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and,

WHEREAS, the City Council desires to ratify and authorize the City Manager and the police department to make application, receive and expend the above mentioned grant allocation, if awarded.

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

SECTION 1.

The City Manager or designee is authorized to execute all documents and make application for obtaining state funds from SHSP through the State of Texas in FY22 to be used to upgrade the in-car video equipment of department vehicles.

SECTION 2.

The City Manager or designee is authorized to receive and expend the grant funding, if awarded, by the State of Texas for this grant program.

Page 2 of 2	22-4496
SECTI	ON 3.
This resolution shall take effect immediate	ely upon adoption.
PASSED AND APPROVED THIS	5 14 TH DAY OF FEBRUARY, 2022.
	Michael Evena Meyer
	Michael Evans, Mayor
ATTEST:	

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4503

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing a Contract with Freese and Nichols, Inc for the Sanitary Sewer Evaluation Study for an Amount not to Exceed \$145,000 (Utility Fund)

Requested Action

Consider the resolution authorizing funds in the amount of One Hundred and Forty-Five Thousand Dollars \$145,000.00 and approval of a contract with Freese and Nichols Inc. for the Engineering Services related to Sanitary Sewer Evaluation Study.

Recommendation

Staff recommends approval

Description/History

Freese and Nichols Inc was selected by the City of Mansfield (City) to provide professional services for the Sanitary Sewer Evaluation Study. The project includes strategically installing 20 flow meters throughout the wastewater collection system, analyzing the data, and providing key areas to reduce Inflow and Infiltration (I&I).

Justification

The City currently contracts with Trinity River Authority (TRA) to receive and treat its wastewater. The price to treat wastewater has an impact on water utility rates. When rain or groundwater known as I&I enters the wastewater collection system through failures the City must pay to treat this water. Identifying and repairing key areas of failure will assist in keeping water utility rates stable.

The City currently has an extensive inspection program to locate areas of failure. The cleanout cap program has also assisted with reducing the amount of I&I that enters the system. This study will produce another tool to help the City continue to reduce the amount of I&I that enters the system.

Funding Source

Utility Operations Fund

Prepared By

Alex Whiteway., Assistant Director, Water Utilities 817-728-3615

RESOLUTION NO		
A RESOLUTION AUTHORIZING A CONTRACT WITH FREESE AND NICHOLS, INC FOR THE SANITARY SEWER EVALUATION STUDY FOR AN AMOUNT NOT TO EXCEED \$145,000 (UTILITY FUND)		
WHEREAS , the City of Mansfield owns and operates the Wastewater Collection System, which will be analyzed in the Sewer Evaluation Study; and,		
WHEREAS, Freese and Nichols, Inc. and the City of Mansfield have negotiated an agreement on scope of services and fee; and,		
WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield to enter into an engineering contract for the Sanitary Sewer Evaluation Study with Freese and Nichols, Inc.		
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:		
SECTION 1.		
The City Manager or his designee is hereby authorized to execute an agreement with Freese and Nichols, Inc. for the engineering services of the Sanitary Sewer Evaluation Study for an amount not to exceed One Hundred Forty-Five Thousand Dollars 00/100 Cents (\$145,000.00).		
SECTION 2.		
This resolution shall be effective immediately upon adoption.		
PASSED AND APPROVED THIS THE 14TH DAY OF FEBRUARY, 2022.		
Michael Evans, Mayor		
ATTEST:		

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4504

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Calling for a General Election to be Held on May 7, 2022; Designating Polling Places; Establishing Election Precincts Within the City; Appointing an Election Judge and Alternate Judge; Establishing Other Procedures for Conducting the Election; Establishing a Date for Canvassing Returns; Establishing a Date for Runoff Election, if Necessary; and Providing an Effective Date

Requested Action

Approval of the Resolution Calling the May 7, 2022 General Election for the City of Mansfield.

Recommendation

City staff recommends the City Council order the General Election to be held on May 7, 2022 and June Runoff Election, if necessary, by approving the resolution outlining the election procedures.

Description/History

Pursuant to Section 41.001 of the Texas Election Code and the Home Rule Charter, the City is required to conduct its general election on the first Saturday in May. The following positions are scheduled to be on the May 2022 ballot:

Mayor, Place 1 Council Member, Place 2

The City Secretary's Office is distributing candidate packets upon request.

Justification

The General Election is to be held in accordance with the Home Rule Charter and State Law.

Funding Source

Funds are allocated in the City Council budget (001-8806-11-01) for this expenditure.

Prepared By

Susana Marin, TRMC, City Secretary 817-276-4203

RESOLUTION NO.

A RESOLUTION OF THE CITY OF MANSFIELD ("CITY"), TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2022; DESIGNATING POLLING PLACES: ESTABLISHING ELECTION PRECINCTS WITHIN THE APPOINTING \mathbf{AN} **ELECTION** JUDGE AND $\mathbf{A}\mathbf{N}$ **ALTERNATE JUDGE:** ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; ESTABLISHING A DATE FOR RUNOFF ELECTION, IF NECESSARY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a City may be held on such day; and,

WHEREAS, state law and the charter of the City of Mansfield require that a general election be held; and,

WHEREAS, the City Council finds it impracticable to have Johnson County voters of the City of Mansfield vote in the building that houses the main office of the City Secretary because it would require them to vote at two separate locations; therefore, it is directing the City Secretary to provide an early voting location within Johnson County; and,

WHEREAS, by this Resolution, it is the intention of the City Council to officially establish the election precincts within the City, to designate polling places for the election, to appoint the necessary election officers, to establish and set forth procedures for conducting the election, to authorize the City to enter into a contract with Tarrant County to conduct the election, and to authorize the City to enter into a joint agreement with Mansfield Independent School District.

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

SECTION 1.

GENERAL ELECTION CALLED: A general election shall be held in the City of Mansfield, Texas, on Saturday, May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

MAYOR, PLACE 1 COUNCIL MEMBER, PLACE 2

SECTION 2.

TERMS OF OFFICE: In accordance with the City charter, the candidate for each office to be filled in the general election receiving the majority of votes for such office shall be elected to a three (3) year term beginning May 2022 and ending May 2025, or until a successor is duly elected and qualified.

SECTION 3.

ELIGIBILITY FOR CANDIDACY: In accordance with the City's charter, no person shall be eligible for the Office of Councilmember until he/she is a qualified voter of the State of Texas and has resided in the City for at least twelve (12) months preceding the election at which he/she is to be elected.

SECTION 4.

APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have his name printed upon the official ballot as a candidate for the offices herein set by filing his sworn application with the City Secretary not earlier than January 19, 2022, and not later than 5:00 p.m. February 18, 2022. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 5.

JOINT AGREEMENT WITH MANSFIELD INDEPENDENT SCHOOL DISTRICT: Prior to the election, the city anticipates that it will enter into a joint agreement with the Mansfield Independent School District ("MISD") for the Johnson County portion of the city to conduct a joint election. The Mayor, City Manager or their designee is authorized to execute the joint agreement.

SECTION 6.

AGREEMENT WITH TARRANT COUNTY AND ELLIS COUNTY: Prior to the election, the City anticipates that it will enter into an agreement for election services with Tarrant County (the "Agreement") and Ellis County. The Mayor, City Manager or their designee is authorized to execute the joint agreement.

SECTION 7.

(a) **ELECTION DAY POLLING PLACE – TARRANT COUNTY**: Precinct 1 shall be comprised of all portions of Mansfield located in Tarrant County. The polling places for Election Day in Tarrant County shall be as follows as part of the countywide polling plan, with additional polling places throughout Tarrant County:

Mansfield ISD Center for the Performing Arts 1110 West Debbie Lane Mansfield, Texas 76063

> J.L. Boren Elementary School 1401 Country Club Drive Mansfield, Texas 76063

Mansfield Sub-Courthouse 1100 East Broad Street Mansfield, Texas 76063

Vernon Newsom Stadium

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3700 E. Broad Street Mansfield, Texas 76063

(b) **ELECTION DAY POLLING PLACE – JOHNSON COUNTY:** Precinct 2 shall be comprised of all portions of Mansfield located in Johnson County. The polling place for Election Day in Johnson County shall be as follows:

Pct. 3 Maintenance Facility (Community Room) 10420 E. FM 917 Alvarado, TX 76009

(c) **ELECTION DAY POLLING PLACE** – **ELLIS COUNTY:** Precinct 3 shall be comprised of all portions of Mansfield located in Ellis County. The polling place for Election Day in Ellis County shall be as follows as part of the countywide polling plan, with additional polling places throughout Ellis County:

Midlothian Conference Center (Ballroom/Foyer)

1 Community Circle Drive

Midlothian, TX 76065

SECTION 8.

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES – TARRANT COUNTY AND ELLIS COUNTY: Election judges for the general election shall be appointed by Tarrant County and Ellis County as authorized by Chapter 271, of the Texas Election Code.

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES – JOHNSON COUNTY: The following named individuals, are hereby appointed to serve as Presiding Election Judge and Alternate Presiding Election Judges, respectively, at the election:

PRESIDING JUDGE

Virginia Roberson

ALTERNATE PRESIDING JUDGE

Terri Coggins

The Election Judges and Alternate Presiding Judges shall be qualified voters of the City.

SECTION 9.

(a) **EARLY VOTING – TARRANT COUNTY:** Heider Garcia, Elections Administrator, or her successor, is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

The address for the Early Voting Clerk of Tarrant County and the address for application for ballot by mail is Tarrant County Elections, PO Box 961011, Fort Worth, Texas, 76161-0011, or by express courier delivery at Tarrant County Elections, 2700 Premier St., Fort Worth, Texas 76111-3011 and the Early Voting Clerk may be reached at the following: (i)

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Telephone: 817-831-8683, (ii) Email: votebymail@tarrantcounty.com, and (iii) Website: https://www.tarrantcounty.com/en/elections.html.

Early Voting by personal appearance shall be conducted beginning on April 25, 2022, and continuing through May 3, 2022, in Mansfield at the Mansfield Sub-Courthouse (Community Room), 1100 East Broad Street, Mansfield, Texas 76063 and at the Vernon Newsom Stadium (Lou Speigel Community Room), 3700 East Broad Street, Mansfield, Texas 76063 at the following times:

April 25 - 29	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 30	Saturday	7:00 a.m. - 7:00 p.m.
May 1	Sunday	10:00 a.m. - 4:00 p.m.
May 2 - May 3	Monday – Tuesday	7:00 a.m. - 7:00 p.m.

Additional early voting will be conducted throughout Tarrant County as established by the Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

(b) **EARLY VOTING – JOHNSON COUNTY:** The City Secretary, City of Mansfield, 1200 East Broad Street, Mansfield, Texas 76063, is hereby designated as the Early Voting Clerk for the portion of Mansfield within Johnson County (City Precinct 2) and she may appoint the necessary deputy clerks as required for early voting.

The address for the Early Voting Clerk of Johnson County and the address for application for ballot by mail is 1200 E. Broad, Street, Mansfield, TX 76063 and the Early Voting Clerk may be reached at the following: (i) Telephone: 817-276-4203, (ii) Email: susana.marin@mansfieldtexas.gov, and (iii) Website: https://www.mansfieldtexas.gov/.

Early voting by personal appearance shall be conducted beginning on April 25, 2022, and continuing through May 3, 2022, in Alvarado at the Precinct 3 Maintenance Facility (Community Room), 10420 E. FM 917, Alvarado, TX 76009 at the following times:

April 25 - 29	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 30	Saturday	8:00 a.m. - 5:00 p.m.
May 1	Sunday	10:00 a.m. − 4:00 p.m.
May 2 - May 3	Monday – Tuesday	7:00 a.m. - 7:00 p.m.

(c) **EARLY VOTING – ELLIS COUNTY:** Jana Onyon, Elections Administrator, is hereby designated as the Early Voting Clerk for the portions of Mansfield within Ellis County (City Precinct 3) and she may appoint the necessary deputy clerks as required for early voting.

The address for the Early Voting Clerk of Ellis County and the address for application for ballot by mail is Early Voting Clerk, Ellis County Elections, 204 E. Jefferson Street, Waxahachie, Texas 75165-3752, and the Early Voting Clerk may be reached at the following: (i) Telephone: 972-825-5195, (ii) Email: elections@co.ellis.tx.us, and (iii) Website: https://co.ellis.tx.us/312/Elections.

Early Voting by personal appearance shall be conducted beginning on April 25, 2022, and continuing through May 3, 2022, in Midlothian at the Midlothian Conference Center (Foyer), 1 Community Circle Drive, Midlothian, TX 76065, at the following times:

April 25 - 29	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 30	Saturday	8:00 a.m. – 4:00 p.m.
May 2 - May 3	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

- (d) Applications for early voting by mail may be delivered to the City Secretary at Mansfield City Hall, 1200 East Broad Street, Mansfield, Texas 76063, not later than the close of business on April 26, 2022, if delivered in person, and April 26, 2022, if delivered by mail. Early Voting ballots for Tarrant County shall be mailed to Heider Garcia, Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The City Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreement. Early Voting ballots for Johnson County shall be mailed to City Secretary, Early Voting Clerk, 1200 East Broad Street, Mansfield, Texas 76063. Early Voting ballots for Ellis County shall be mailed to Jana Onyon, Early Voting Clerk, 204 E. Jefferson Street, Waxahachie, TX 75165.
- (e) Early voting both by personal appearance and by mail for Tarrant County shall be by electronic voting machines and shall be canvassed by Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge appointed herein shall serve as the presiding officer and the alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board for the election. The Central Count/Ballot Board Judge and additional personnel shall be appointed as stated in the Agreement.

Early voting both by personal appearance and by mail for Johnson County shall be by paper ballot and an ES&S Express Vote Marking Device approved by the Secretary of State in accordance with the Texas Election Code by HAVA compliance and shall be canvassed by Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge appointed herein shall serve as the presiding officer and the alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board for the election. The Central County/Ballot Board Judge and additional personnel shall be appointed as stated in the Agreement between the "City" and the "MISD".

Early voting both by personal appearance and by mail for Ellis County shall be by paper ballot and an ES&S Express Vote Marking Device approved by the Secretary of State in accordance with the Texas Election Code by HAVA compliance and shall be canvassed by Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge appointed herein shall serve as the presiding officer and the alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board for the election. The Central County/Ballot Board Judge and additional

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personnel shall be appointed as stated in the Agreement between the "City" and the "MISD".

SECTION 10.

METHOD OF VOTING: The Hart InterCivic Verity System v. 2.3.1 shall be used for voting by personal appearance on Election Day and the Hart InterCivic Verity System v. 2.3.1 for early voting by personal appearance and Election for the Tarrant County portion of the election. The City Council hereby adopts the Hart InterCivic Verity System v. 2.3.1 for early voting and Election Day. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Election Code.

The ES&S ExpressVote Marking Device shall be used for voting by personal appearance on Early Voting by personal appearance and Election Day for the Johnson County portion of the election. The City Council hereby adopts the ES&S ExpressVote Marking Device for early voting and Election Day. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Election Code.

The ES&S Express Vote Marking Device shall be used for voting by personal appearance on Early Voting by personal appearance and Election Day for the Ellis County portion of the election. The City Council hereby adopts the ES&S Express Vote Marking Device for early voting and Election Day. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Election Code.

SECTION 11.

GOVERNING LAW AND QUALIFIED VOTERS: The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 12.

PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

SECTION 13.

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 18, 2022.

SECTION 14.

NECESSARY ACTIONS: The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

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	SECTION 15.
PASSED, APPROVED AND E	FFECTIVE on this 14th day of February, 2022.
	Michael Evans, Mayor on behalf of City Council
ATTEST:	

Susana Marin, City Secretary

RESOLUCIÓN NO.

UNA RESOLUCIÓN DE LA CIUDAD DE MANSFIELD ("CIUDAD"), TEXAS, QUE PIDE QUE SE CELEBREN ELECCIONES GENERALES EL 7 DE MAYO DE 2022; DESIGNAR LOS LUGARES DE VOTACIÓN; ESTABLECER PRECINTOS ELECTORALES DENTRO DE LA CIUDAD; NOMBRAR UN JUEZ ELECTORAL Y UN JUEZ SUPLENTE; ESTABLECER OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; ESTABLECER UNA FECHA PARA LAS DEVOLUCIONES DE SONDEO; ESTABLECER UNA FECHA PARA LA SEGUNDA VUELTA DE LAS ELECCIONES, SI ES NECESARIO; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR

CONSIDERANDO QUE, la Sección 41.001 del Código Electoral de Texas (el "Código") especifica que el primer sábado de mayo será una "fecha de elección uniforme" y que una elección general de una Ciudad puede llevarse a cabo en ese día; y,

CONSIDERANDO QUE, la ley estatal y la carta de la Ciudad de Mansfield requieren que se celebren elecciones generales; y,

CONSIDERANDO QUE, el Concejo Municipal considera impracticable que los votantes del Condado de Johnson de la Ciudad de Mansfield voten en el edificio que alberga la oficina principal de la Secretaria de la Ciudad porque requeriría que voten en dos lugares separados; por lo tanto, está ordenando al Secretario de la Ciudad que proporcione un lugar de votación anticipada dentro del Condado de Johnson; y,

CONSIDERANDO QUE, por esta Resolución, es la intención del Concejo Municipal establecer oficialmente los precintos electorales dentro de la Ciudad, designar lugares de votación para la elección, nombrar a los oficiales electorales necesarios, establecer y establecer procedimientos para llevar a cabo la elección, autorizar a la Ciudad a celebrar un contrato con el Condado de Tarrant para llevar a cabo la elección, y para authorizar a la Ciudad para celebrar un acuerdo conjunto con el Distrito Escolar Independiente de Mansfield.

AHORA, POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE MANSFIELD, TEXAS, QUE:

SECCIÓN 1.

ELECCIONES GENERALES CONVOCADAS: Se llevarán a cabo elecciones generales en la Ciudad de Mansfield, Texas, el sábado 7 de mayo de 2022, entre las 7:00 a.m. y las 7:00 p.m. en las que se elegirán los siguientes oficiales:

ALCALDE, LUGAR 1 MIEMBRO DEL CONSEJO, LUGAR 2

SECCIÓN 2.

TÉRMINOS DE CARGO: De acuerdo con los estatutos de la Ciudad, el candidato para cada cargo que se llenará en las elecciones generales que reciba la mayoría de los votos para dicho cargo será elegido para un período de tres (3) años a partir de mayo de 2022 y hasta mayo de 2025, o hasta que un sucesor sea debidamente elegido y calificado.

SECCIÓN 3.

ELEGIBILIDAD PARA LA CANDIDATURA: De acuerdo con los estatutos de la Ciudad, ninguna persona será elegible para el Cargo de Concejal hasta que sea un votante calificado del Estado de Texas y haya residido en la Ciudad durante al menos doce (12) meses antes de la elección en la que será elegido.

SECCIÓN 4.

SOLICITUD DE UN LUGAR EN LA BOLETA: Cualquier persona elegible y calificada deberá tener su nombre impreso en la boleta oficial como candidato para los cargos aquí establecidos al presentar su solicitud jurada ante la Secretaria de la Ciudad no antes del 19 de enero de 2022 y no más tarde de las 5:00 p.m. el 18 de febrero de 2022. El orden en que los nombres de los candidatos deben imprimirse en la boleta se determinará mediante un sorteo del Secretario de la Ciudad. La notificación de la hora y el lugar de dicho dibujo se dará de conformidad con el Código.

SECCIÓN 5.

ACUERDO CONJUNTO CON EL DISTRITO ESCOLAR INDEPENDIENTE DE MANSFIELD: Antes de la elección, la ciudad anticipa que entrará en un acuerdo conjunto con el Distrito Escolar Independiente de Mansfield ("MISD") para que la parte del Condado de Johnson de la city lleve a cabo una elección conjunta. El Alcalde, el Administrador de la Ciudad o su designado están autorizados a ejecutar el acuerdo conjunto.

SECCIÓN 6.

ACUERDO CON EL CONDADO DE TARRANT Y EL CONDADO DE ELLIS: Antes de la elección, la Ciudad anticipa que celebrará un acuerdo para los servicios electorales con el Condado de Tarrant (el "Acuerdo") y el Condado de Ellis. El Alcalde, el Administrador de la Ciudad o su designado están autorizados a ejecutar el acuerdo conjunto.

SECCIÓN 7.

(a) LUGAR DE VOTACIÓN DEL DÍA DE LAS ELECCIONES – CONDADO DE TARRANT: El Precinto 1 estará compuesto por todas las partes de Mansfield ubicadas en el Condado de Tarrant. Los lugares de votación para el día de las elecciones en el condado de Tarrant serán los siguientes como parte del plan de votación en todo el condado, con lugares de votación adicionales en todo el condado de Tarrant:

Centro Mansfield ISD para las Artes Escénicas 1110 West Debbie Lane 76063, Mansfield, Texas

> Escuela Primaria J.L. Boren 1401 Country Club Drive 76063, Mansfield, Texas

Sub-Palacio de Justicia de Mansfield 1100 East Broad Street 76063, Mansfield, Texas Resolución No. _____ Página 3 de 7

> Estadio De Vernon Newsom 1100 East Broad Street 76063, Mansfield, Texas

(b) LUGAR DE VOTACIÓN DEL DÍA DE LAS ELECCIONES – CONDADO DE JOHNSON: El Precinto 2 estará compuesto por todas las partes de Mansfield ubicadas en el Condado de Johnson. El lugar de votación para el día de las elecciones en el condado de Johnson será el siguiente:

Pct. 3 Instalación de mantenimiento (Sala comunitaria) 10420 E. FM 917 Alvarado, TX 76009

(c) LUGAR DE VOTACIÓN DEL DÍA DE LAS ELECCIONES – CONDADO DE ELLIS: El Precinto 3 estará compuesto por todas las partes de Mansfield ubicadas en el Condado de Ellis. El lugar de votación para el día de las elecciones en el Condado de Ellis será el siguiente como parte del plan de votación de todo el condado, con lugares de votación adicionales en todo el Condado de Ellis:

Centro de Conferencias Midlothian (Salón de Baile / Vestíbulo) 1 Community Circle Drive Midlothian, TX 76065

SECCIÓN 8.

NOMBRAMIENTO DE JUECES ELECTORALES Y JUECES ELECTORALES ALTERNOS – CONDADO DE TARRANT Y CONDADO DE ELLIS: Los jueces electorales para las elecciones generales serán nombrados por el Condado de Tarrant y el Condado de Ellis según lo autorizado por el Capítulo 271 del Código Electoral de Texas.

NOMBRAMIENTO DE JUECES ELECTORALES Y JUECES ELECTORALES SUPLENTES – CONDADO DE JOHNSON: Las siguientes personas nombradas, son nombradas por la presente para servir como Juez Electoral Presidente y Jueces Electorales Presidentes Suplentes, respectivamente, en la elección:

JUEZ

Virginia Roberson

MAGISTRADO PRESIDENTE SUPLENTE

Terri Coggins

Los Jueces Electorales y los Jueces Presidente Suplentes serán votantes calificados de la Ciudad.

SECCIÓN 9.

(a) **VOTACIÓN ANTICIPADA** – **CONDADO DE TARRANT:** Heider Garcia, Administradora de Elecciones, o su sucesor, es designada secretaria de votación anticipada. Se pueden nombrar Secretarios Adjuntos adicionales de Votación Anticipada, según lo dispuesto en el Acuerdo.

La dirección del Secretario de Votación Anticipada del Condado de Tarrant y la dirección para la solicitud de boleta por correo es Elecciones del Condado de Tarrant, PO Box 961011, Fort Worth, Texas, 76161-0011, o por mensajería urgente en Tarrant County Elections, 2700 Premier St., Fort Worth, Texas 76111-3011 y el Secretario de Votación Anticipada puede ser contactado en el siguiente: (i) Teléfono: 817-831-8683, (ii) Correo electrónico: votebymail@tarrantcounty.com, y (iii) Sitio web: https://www.tarrantcounty.com/en/elections.html.

La votación anticipada por comparecencia personal se llevará a cabo a partir del 25 de abril de 2022 y hasta el 3 de mayo de 2022, en Mansfield en el Mansfield Sub-Courthouse (Community Room), 1100 East Broad Street, Mansfield, Texas 76063 y en el Vernon Newsom Stadium (Lou Speigel Community Room), 3700 East Broad Street, Mansfield, Texas 76063 en los siguientes horarios:

Abril 25 – 29	Lunes – Viernes	8:00 a.m. – 5:00 p.m.
Abril 20	Sábado	7:00 a.m. - 7:00 p.m.
Mayo 1	Domingo	10:00 a.m. – 4:00 p.m.
Mayo 2 – Mayo 3	Lunes – Martes	7:00 a.m. – 7:00 p.m.

La votación anticipada adicional se llevará a cabo en todo el Condado de Tarrant según lo establecido por el Acuerdo. Si existe alguna discrepancia entre esta resolución y el Acuerdo en cuanto a los lugares o horarios de votación anticipada, prevalecerá el Acuerdo.

(b) VOTACIÓN ANTICIPADA – CONDADO DE JOHNSON: La Secretaria de la Ciudad, Ciudad de Mansfield, 1200 East Broad Street, Mansfield, Texas 76063, es designado como el Secretario de Votación Anticipada para la porción de Mansfield dentro del Condado de Johnson (Precinto de la Ciudad 2) y ella puede nombrar a los secretarios adjuntos necesarios según sea necesario para la votación anticipada.

La dirección de la Secretaria de Votación Anticipada del Condado de Johnson y la dirección para la solicitud de boleta por correo es 1200 E. Broad, Street, Mansfield, TX 76063 y la Secretaria de Votación Anticipada pueden ser contactados en los siguientes: (i) Teléfono: 817-276-4203, (ii) Correo electrónico: susana.marin@mansfieldtexas.gov, y (iii) Sitio web: https://www.mansfieldtexas.gov/.

La votación anticipada por comparecencia personal se llevará a cabo a partir del 25 de abril de 2022 y hasta el 3 de mayo de 2022, en Alvarado en la Instalación de Mantenimiento del Precinto 3 (Sala Comunitaria), 10420 E. FM 917, Alvarado, TX 76009 en los siguientes horarios:

Abril 25 – 29	Lunes – Viernes	8:00 a.m. – 5:00 p.m.
Abril 30	Sábado	8:00 a.m. – 5:00 p.m.
Mayo 1	Domingo	10:00 a.m. – 4:00 p.m.
Mayo 2 – Mayo 3	Lunes – Martes	7:00 a.m. - 7:00 p.m.

(c) **VOTACIÓN ANTICIPADA – CONDADO DE ELLIS:** Jana Onyon, Administradora de Elecciones, es designada como la secretaria de Votación Anticipada para las partes de

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Mansfield dentro del Condado de Ellis (Precinto de la Ciudad 3) y puede nombrar a los secretarios adjuntos necesarios según sea necesario para la votación anticipada.

La dirección de la Secretaria de Votación Anticipada del Condado de Ellis y la dirección para la solicitud de boleta por correo es Secretario de Votación Anticipada, Elecciones del Condado de Ellis, 204 E. Jefferson Street, Waxahachie, Texas 75165-3752, y el Secretario de Votación Anticipada puede ser contactado en lo siguiente: (i) Teléfono: 972-825-5195, (ii) Correo electrónico: elections@co.ellis.tx.us, y (iii) Sitio web: https://co.ellis.tx.us/312/Elections.

La votación anticipada por comparecencia personal se llevará a cabo a partir del 25 de abril de 2022 y continuará hasta el 3 de mayo de 2022, en Midlothian en el Centro de Conferencias Midlothian (Foyer), 1 Community Circle Drive, Midlothian, TX 76065, en los siguientes horarios:

Abril 25 – 29	Lunes – Viernes	8:00 a.m. - 5:00 p.m.
Abril 30	Sábado	8:00 a.m. – 4:00 p.m.
Mayo 2 – Mayo 3	Lunes – Martes	7:00 a.m. - 7:00 p.m.

- (d) Las solicitudes de votación anticipada por correo pueden entregarse a la Secretaria de la Ciudad en Mansfield City Hall, 1200 East Broad Street, Mansfield, Texas 76063, a más tardar al cierre de negocios el 26 de abril de 2022, si se entrega en persona, y el 26 de abril de 2022, si se entrega por correo. Las boletas de votación anticipada para el Condado de Tarrant se enviarán por correo a Heider Garcia, Secretaria de Votación Anticipada, P.O. Box 961011, Fort Worth, Texas, 76161-0011. Se ordena al Secretario de la Ciudad que envíe las solicitudes y boletas al Administrador Electoral según lo dispuesto en el Acuerdo. Las boletas de votación anticipada para Johnson County se enviarán por correo al Secretario de la Ciudad, Secretario de Votación Anticipada, 1200 East Broad Street, Mansfield, Texas 76063. Las boletas de votación anticipada para el Condado de Ellis se enviarán por correo a Jana Onyon, Secretaria de Votación Anticipada, 204 E. Jefferson Street, Waxahachie, TX 75165.
- (e) La votación anticipada tanto por apariencia personal como por correo para el Condado de Tarrant será por máquinas de votación electrónica y será sondeada por la Junta de Votación Anticipada, que se crea por la presente. El Juez Presidente de Elección y el Juez Presidente Suplente designados en este documento servirán como el oficial presidente y el oficial presidente suplente, respectivamente, de la Junta de Votación Anticipada. Los otros oficiales electorales que sirvan en la elección servirán como los otros miembros de la Junta de Votación Anticipada para la elección. El Juez de la Junta Central de Escrutinio /Boleta y el personal adicional serán nombrados como se indica en el Acuerdo.

La votación anticipada tanto por comparecencia personal como por correo para Johnson County será por boleta de papel y un Dispositivo ES&S ExpressVote Marking Device aprobado por el Secretario de Estado de acuerdo con el Código Electoral de Texas por cumplimiento de HAVA y será sondeado por Votación Anticipada Junta electoral, que se crea por la presente. El Juez Presidente de Elección y el Juez Presidente Suplente designados en este documento servirán como el oficial presidente y el oficial presidente suplente, respectivamente, de la Junta de Votación Anticipada. Los otros oficiales



electorales que sirvan en la elección servirán como los otros miembros de la Junta de Votación Anticipada para la elección. El Juez del Condado Central / Junta de Boletas Electorales y el personal adicional serán nombrados como se indica en el Acuerdo entre la "Ciudad" y el "MISD".

La votación anticipada, tanto por apariencia personal como por correo para el Condado de Ellis, será mediante boleta de papel y un Dispositivo de Marcado de Voto Expreso es&S aprobado por el Secretario de Estado de acuerdo con el Código Electoral de Texas por el cumplimiento de HAVA y será sondeado por la Junta de Votación Anticipada, que se crea por la presente. El Juez Presidente de Elección y el Juez Presidente Suplente designados en este documento servirán como el oficial presidente y el oficial presidente suplente, respectivamente, de la Junta de Votación Anticipada. Los otros oficiales electorales que sirvan en la elección servirán como los otros miembros de la Junta de Votación Anticipada para la elección. El Juez del Condado Central / Junta de Boletas Electorales y el personal adicional serán nombrados como se indica en el Acuerdo entre la "Ciudad" y el "MISD".

SECCIÓN 10.

MÉTODO DE VOTACIÓN: El Sistema de Verity InterCivic de Hart v. 2.3.1 se utilizará para votar por comparecencia personal el día de las elecciones y el Sistema de Verity InterCivic de Hart v. 2.3.1 para la votación anticipada por comparecencia personal y la Elección para la parte de la elección del Condado de Tarrant. El Concejo Municipal adopta el Sistema de Veridad Intercívica Hart v. 2.3.1 para la votación anticipada y el día de las elecciones. Todos los gastos necesarios para la realización de la elección, la compra de materiales y el empleo de todos los funcionarios electorales están autorizados por la presente y se llevarán a cabo de acuerdo con el Código Electoral.

El ES&S ExpressVote Marking Device se utilizará para votar por comparecencia personal en la Votación Anticipada por comparecencia personal y el Día de las Elecciones para la parte de la elección del Condado de Johnson. El Concejo Municipal adopta el ES&S ExpressVote Marking Device para la votación anticipada y el Día de las Elecciones. Todos los gastos necesarios para la realización de la elección, la compra de materiales y el empleo de todos los funcionarios electorales están autorizados por la presente y se llevarán a cabo de acuerdo con el Código Electoral.

El Dispositivo de Marcado de Voto Expreso de ES&S se utilizará para votar por comparecencia personal en la Votación Anticipada por comparecencia personal y el Día de las Elecciones para la parte de la elección del Condado de Ellis. El Concejo Municipal adopta el Dispositivo de Marcaje de Voto Expreso es&S para la votación anticipada y el Día de las Elecciones. Todos los gastos necesarios para la realización de la elección, la compra de materiales y el empleo de todos los funcionarios electorales están autorizados por la presente y se llevarán a cabo de acuerdo con el Código Electoral.

SECCIÓN 11.

LEY APLICABLE Y VOTANTES CALIFICADOS: La elección se llevará a cabo de acuerdo con la Constitución del Estado de Texas y el Código, y todos los votantes residentes calificados de la Ciudad serán elegibles para votar en la elección.

Resolución No.	_ 22-4504
Página 7 de 7	
	SECCIÓN 12.
PUBLICACIÓN Y PUBLICACIÓ publicará de acuerdo con el Capítulo	N DE AVISO DE ELECCIÓN: El aviso de la elección se 4 del Código Electoral.
	SECCIÓN 13.
	LTA: En el caso de que ningún candidato reciba la mayoría a segunda vuelta electoral el sábado 18 de junio de 2022.
	SECCIÓN 14.
con el Abogado de la Ciudad, están au	lcalde y el Secretario de la Ciudad de la Ciudad, en consulta itorizados y dirigidos a tomar todas y cada una de las acciones posiciones del Código en la realización y realización de la expresamente en este documento.
	SECCIÓN 15.
APROBADO, APROBADO	Y EFECTIVO a partir de este día 14 de febrero del 2022.
	Michael Evans, Alcalde en nombre del Concejo Municipal
ATESTIGUAR:	
Susana Marín, Secretaria municipal	_



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4514

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City Manager to Enter into Interlocal Agreements with Tarrant County for the Asphalt Street Reconstruction of Oakwood Court and W. Kimball Street along with Asphalt Overlays of Wildwood Court and Dawson Street for a Cost Not to Exceed \$291,000.00 (General Fund - Street Operations Budget)

Requested Action

Approval of the Resolution.

Recommendation

Approval of the resolution authorizing the City Manager to enter Interlocal agreements with Tarrant County for asphalt street reconstructions of Oakwood Court and W. Kimball Street along with asphalt overlays of Wildwood Court and Dawson Street.

Description/History

Chapter 791 of the Texas Government Code, also known as the Inter-local Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of the government such as purchasing necessary equipment, supplies and services. The proposed Interlocal Agreements allow Mansfield to pay for the required materials while Tarrant County provides the labor and equipment for the roadway work. The following projects were included in the 2021/2022 Street Operations Budget.

Oakwood Court has exceeded the pavement lifespan. The cul-de-sac has deteriorated to gravel. This roadway based upon the 2017 Pavement Condition Index (PCI) was rated at 51 to 62, depending upon the street segment. This index rates pavement condition from 0 (dirt road) to 100 (new pavement). The typical PCI range for a roadway that is beyond its pavement life and needs to be reconstructed is between a rating of 0 and 50. Since 2017 this pavement has deteriorated where a complete reconstruction is warranted.

West Kimball Street from the concrete portion on the northeast side to Burl Ray Road has a 2017 PCI rating of 66 but further deterioration has occurred due to the Manchester Heights subdivision that was constructed along this roadway. A complete reconstruction is warranted.

Wildwood Court and Dawson Street are asphalt roadways that are in the same vicinity as the reconstruction projects. Both streets have experienced pavement cracking and potholes. A maintenance treatment of an asphalt overlay will prolong the pavement life by at least an additional 7 to 10 years. The overlay will be able to support the low traffic volumes.

File Number: 22-4514

The Interlocal agreements will allow Tarrant County to furnish the labor and equipment, while the City provides supplies and incidentals necessary to reconstruct and overlay these asphalt roadways. The estimated cost for reconstruction of Oakwood Court is \$76,379.07 and the cost for W. Kimball Street is \$115,418.23. The estimated cost for the overlay of Wildwood Court is \$70,868.00 and the cost for Dawson Street is \$14,193.61. An additional \$14,141.09 is budgeted is to provide traffic control, clearing of the right-of-ways and other miscellaneous items to complete the projects. The schedule for the construction of these roadways is dependent upon the availability of Tarrant County and has not been established at this time.

Justification

For several years, the City of Mansfield has entered into Interlocal agreements with Tarrant County for asphalt street reconstruction and overlays. Some of these projects include: Breckenridge Road, 5th Avenue, Newt Patterson Road and most recently Gertie Barrett Road. These interlocal agreements have allowed the City to save money by not having to pay for the equipment or labor necessary for the street construction.

Funding Source

Street Operations General Fund

Prepared By

David Boski, P.E. Asst. Director Public Works/Transportation Public Works Department

RESOLUTION NO.

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$291,000.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL AGREEMENTS WITH TARRANT COUNTY FOR THE ASPHALT RECONSTRUTION OF OAKWOOD COURT AND W. KIMBALL STREET ALONG WITH ASPHALT STREET OVERLAYS OF WILDWOOD COURT AND DAWSON STREET (GENERAL FUND – STREET OPERATIONS)

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield to enter into Agreements with Tarrant County to reconstruct Oakwood Court and W. Kimball Street along with asphalt street overlays of Wildwood Court and Dawson Street; and,

WHEREAS, Tarrant County and the City of Mansfield are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

WHEREAS, the Interlocal Act contained in Chapter 791 of the Texas Government Code provides legal authority for parties to enter into this agreement; and,

WHEREAS, Tarrant County and the City of Mansfield have agreed to said terms of the Agreement; and,

WHEREAS, the City of Mansfield and Tarrant County have agreed to contract with each other to reconstruct Oakwood Court and W. Kimball Street along with asphalt street overlays of Wildwood Court and Dawson Street; and,

WHEREAS, it is necessary to authorize and secure funds from the General Fund – Street Operations.

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

SECTION 1.

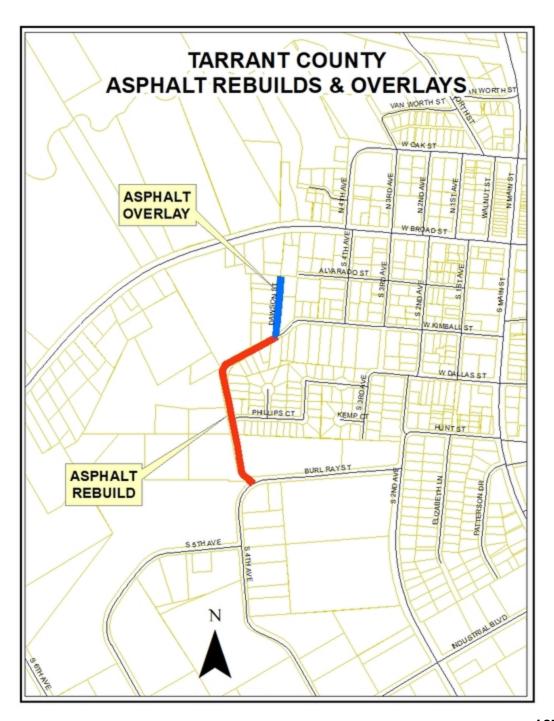
Funding is hereby authorized in the amount of Two Hundred Ninety One Thousand and 00/100 Dollars (\$291,000.00) to construct the roadway improvements.

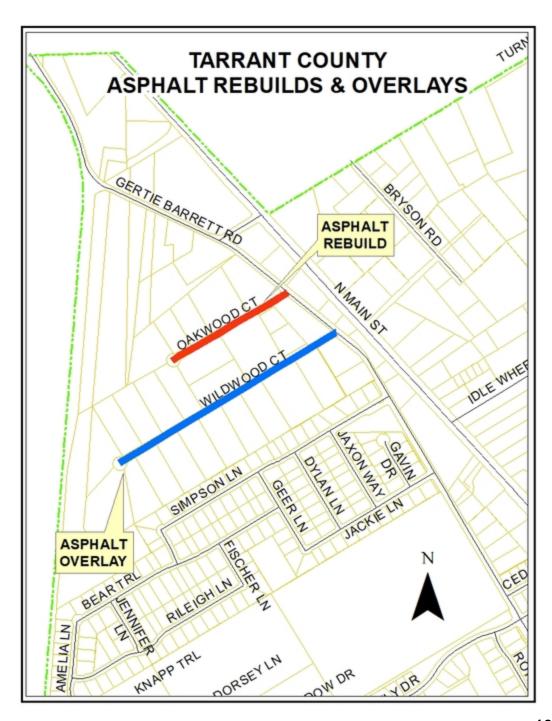
SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute Interlocal Agreements with Tarrant County to reconstruct Oakwood Court and W. Kimball Street along with asphalt street overlays of Wildwood Court and Dawson Street.

Resolution NoPage 2 of 2	22-4514	
SECTION 3.		
This resolution shall be effective immediately upon adoption.		
PASSED AND APPROVED THIS THE 14^{TH} DAY OF FEBRUARY, 2022.		
	Michael Evans, Mayor	
ATTEST:		

Susana Marin, City Secretary







CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4515

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$400,000.00 and Approving a Contract with Pacheco Koch Consulting Engineers, Inc. for Engineering Design Services to Prepare Intersection Improvements at Heritage Parkway/S. Main Street for Public Bidding and Construction (Street Bond Fund)

Requested Action

Consider the authorization of funding and approval of the contract.

Recommendation

The authorization of funding in an amount not to exceed \$400,000.00 and approval of a contract with Pacheco Koch Consulting Engineers, Inc. for engineering design services to prepare intersection improvements at Heritage Parkway/S. Main Street for public bidding and construction.

Description/History

The area around Heritage Parkway and S. Main Street has and is currently experiencing tremendous growth. This growth has increased traffic volumes. The current intersection geometry of Heritage Parkway (FM 917)/S. Main Street (FM 917) contains shared through/right-turn lanes in the northbound and southbound directions. Theses shared lanes put all the through and right-turn traffic into one lane. Traffic that desires to turn right is often stopped at the signal behind traffic that desires to go straight; this creates long vehicle queues and delays for the northbound and southbound approaches. Public Works has received many complaints about these delays. This project will add separate northbound and southbound right-turn lanes at the intersection which will allow separate lanes for vehicle movements (left, through and right). In addition, sidewalks will be added to connect to sidewalks at the Forest Brook subdivision to the south and to connect with sidewalks that will be constructed with the KBC Warehouses to the north. Also included are signal modifications and pedestrian improvements at the intersection. Since FM 917 is a state controlled roadway, these improvements will be coordinated with TxDOT.

The requested funds are for design and survey services with Pacheo Koch Consulting Engineers, Inc. to prepare the project for public bidding and construction in the amount not to exceed \$400,000.00.

Justification

File Number: 22-4515

As this portion of the city continues to grow the traffic volumes are steadily increasing, this project will help alleviate some of the congestion and delay that occurs at the Heritage Parkway/S Main Street intersection. In addition, it will provide for improved pedestrian connectivity.Pacheo Koch Consulting Engineers, Inc. has extensive knowledge and a good working relationship with TxDOT, we believe this relationship will help expedite the project through the TxDOT review process.

The Director of Public Works will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contract.

Funding Source

Street Bond Fund

Prepared By

David Boski Assistant Director of Public Works - Transportation

RESOLUTION NO.

A RESOLUTION OF THE CITY OF MANSFIELD AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$400,000.00 AND APPROVAL OF A CONTRACT WITH PACHECO KOCH CONSULTING ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES TO PREPARE INTERSECTION IMPROVEMETNS AT HERITAGE PARKWAY/S. MAIN STREET FOR PUBLIC BIDDING AND CONSTRUCTION (STREET BOND FUND)

WHEREAS, the City Council recognizes the need to proceed forward with the engineering design of Heritage Parkway/S. Main Street Intersection Improvements for the benefit of the citizens of the City of Mansfield; and,

WHEREAS, the City Staff has reviewed the proposal for the design of the Heritage Parkway/S. Main Street Intersection Improvements; and,

WHEREAS, the City Council has received the recommendation of Staff to contract with Pacheco Koch Consulting Engineers, Inc. for design services; and,

WHEREAS, it is necessary to authorize and secure funds from the Street Bond Fund.

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

SECTION 1.

Funding is hereby authorized in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to prepare this project for public bidding and construction.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute necessary contracts to prepare this project for public bidding and construction with Pacheo Koch Consulting Engineers, Inc. for design services.

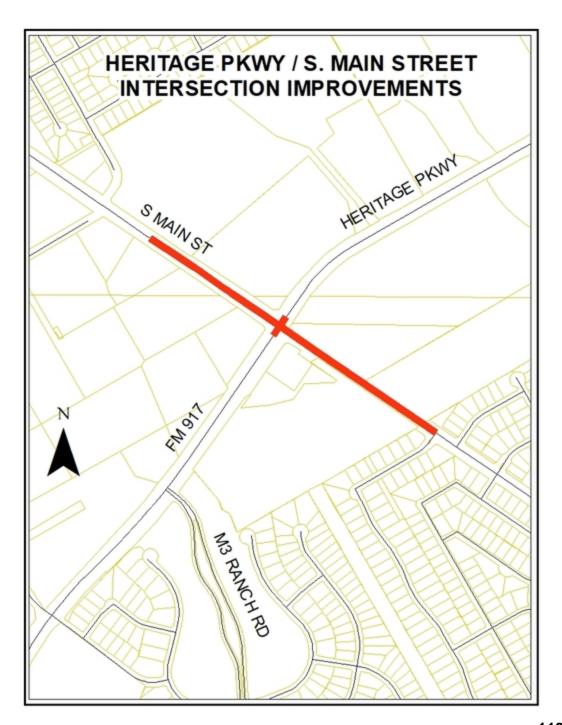
SECTION 3.

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS THE 14TH DAY OF FEBRUARY, 2022.

Micha	ael Evans, Mayor	

Resolution No.	22-4515
Page 2 of 2	
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ATTEST:	
Susana Marin, City Secretary	





CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4516

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Amending Resolution No. RE-3774-21 Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Requested Action

Approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Description/History

The city has determined that it is economically feasible to redeem some of its current outstanding obligations for debt service savings. The savings will amount to approximately \$732,069.50.

The outstanding bonds have a par amount of \$2,500,000, Series 2012 and Series 2012A. The existing term of the current debt is not being extended. The average interest of the existing bonds being redeemed is 4.37%. The average maturity of the existing bonds being redeemed is 6.6 years.

This amendment to the prior resolution is due to a missed filing deadline.

Note - amounts are expected and subject to change based on actual results of the sale.

Justification

The City of Mansfield, Texas is creating opportunities for savings by redeeming debt prior to its maturity date.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund - I&S portion of the ad valorem tax rate as adopted by the City Council.

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO.

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS AMENDING RESOLUTION NO. RE-3774-21 CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION AND DEFEASANCE; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Mansfield, Texas (the "City"), has previously issued and there are currently outstanding certain obligations more particularly described as follows: (i) "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012" (the "2012 Certificates") and (ii) "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012A" (the "2012A Certificates"); and,

WHEREAS, the 2012A Certificates and the Series 2012A Certificates were each authorized, issued, sold and delivered subject to the right of the City to redeem and defease the respective 2012 Certificates and 2012A Certificates prior to maturity, as provided in the respective ordinances authorizing the issuance of such 2012 Certificates and 2012A Certificates; and,

WHEREAS, City Council of the City (the "City Council") found and determined in Resolution No. RE-3774-21 (the "Prior Resolution") that a portion of the outstanding 2012 Certificates and a portion of the outstanding 2012A Certificates (as specifically identified on Schedule I hereto, such obligations to be hereinafter referred to as the "Defeased Obligations") should be redeemed and defeased prior to their maturities on February 15, 2022 (the "Original Redemption Date") and in the manner hereinafter provided and in accordance with the requirements prescribed therefore; and,

WHEREAS, Regions Bank (the "Paying Agent") currently serves as the paying agent/registrar for each series of the Defeased Obligations; and,

WHEREAS, the City Council hereby finds and determines that in accordance with the notices of redemption of the Defeased Obligations that were delivered by the Paying Agent on January 24, 2022, which notices of redemption are hereby ratified and confirmed, the Defeased Obligations should be redeemed and defeased prior to their maturities on February 28, 2022 (as updated, the "Redemption Date") and in the manner hereinafter provided and in accordance with the requirements prescribed therefore; and,

WHEREAS, the City is authorized accomplish the redemption and defeasance of the Defeased Obligations by depositing with the Paying Agent available funds of the City in amounts sufficient to provide for the defeasance of the Defeased Obligations and their redemption on the Redemption Date; and,

WHEREAS, the City Council, in accordance with this Resolution, will deposit funds in an amount sufficient to fully pay all principal and interest due and owing on the Defeased Obligations on or before the Redemption Date; and,

Page 2 of 4

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to call for redemption and defease the Defeased Obligations and that the Defeased Obligations shall be redeemed on the Redemption Date; and,

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

- **Section 1.** <u>RECITALS</u>. The City Council hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.
- **Section 2.** <u>AUTHORIZED OFFICER.</u> The Chief Financial Officer is hereby designated as an "Authorized Officer" of the City, and is hereby authorized, appointed and designated as the officer or employee of the City authorized to act on behalf of the City in carrying out the procedures specified in this Resolution, including any necessary changes to the Redemption Date.

Section 3. DEFEASANCE AND REDEMPTION OF THE DEFEASED OBLIGATIONS, DEPOSIT WITH THE PAYING AGENT, NOTICE OF REDEMPTION AND DEFEASANCE.

- (a) The City Council has found and determined that sufficient funds are available for the purpose of defeasing the Defeased Obligations in an amount sufficient to pay all of the principal of and interest on the Defeased Obligations on the Redemption Date. The City Council finds and determines that it is in the best interest of the City to use such additional funds to defease the Defeased Obligations, as set forth on Schedule I attached hereto, and the City Council hereby directs the Defeased Obligations to be defeased and called for early redemption on their Redemption Date, at the redemption price set forth in Schedule I.
- (b) The Paying Agent for the Defeased Obligations is hereby directed to mail the appropriate notice of redemption as required by the ordinances authorizing the issuance of the Defeased Obligations and to file the appropriate notice of defeasance on of the Defeased Obligations on the Electronic Municipal Market Access ("EMMA") web filing system promulgated by the Municipal Securities Rulemaking Board within ten (10) days of the deposit of funds pursuant to (c) below and to file the notice of redemption of the Defeased Obligations on EMMA when such notice of redemption is transmitted to the bondholders prior to their Redemption Date. The notices of redemption for the Defeased Obligations delivered by the Paying Agent on January 24, 2022 are hereby ratified and confirmed.
- (c) The Authorized Officer is directed to arrange for the transfer of the funds to the Paying Agent in the amount sufficient to pay the principal amount of and interest

Resolution No	22-4516	
Page 3 of 4		

thereon that is necessary to accomplish the defeasance of the Defeased Obligations on the Redemption Date. Such transfer shall be made on or before the Redemption Date.

- (d) To satisfy in a timely manner all of the City's obligations under this Resolution, the Chief Financial Officer and all other appropriate officers and agents of the City (each, an "Authorized Officer") are hereby authorized and directed to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Defeased Obligations, including, without limitation, paying any fees or expenses required in connection with the defeasance and/or redemption and executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be necessary to direct the application of funds of the City consistent with the provisions of this Resolution.
- **Section 4.** <u>NO PERSONAL LIABILITY</u>. No recourse shall be had for payment of principal of or interest on any Defeased Obligations or for any claim based thereon against any member of the City Council or employee of the City.
- **Section 5.** <u>SEVERABILITY</u>. If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Resolution nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.
- **Section 6.** <u>EFFECTIVE DATE</u>. This Resolution amends and restates the Prior Resolution in its entirety and shall take effect immediately upon its approval.
- **Section 7.** <u>NOTIVE TO PAYING AGENT</u>. The Defeased Obligations are hereby called for redemption, on their Redemption Date and upon the deposit made pursuant to Section 3(c) above, shall be defeased. The Paying Agent for the Defeased Obligations is hereby directed to make appropriate arrangements so that the Defeased Obligations may be redeemed on their Redemption Date.

PASSED AND APPROVED THIS THE 14TH DAY OF FEBRUARY, 2022.

	Michael Evans, Mayor
EST:	

SCHEDULE I
Combination Tax and Revenue Certificates of Obligation, Series 2012

<u>Maturity</u>	Maturity Amount Outstanding	Maturity Amount to be Redeemed	Interest Rate	Redemption <u>Date</u>	Redemption <u>Price</u>
2/15/2030	\$215,000	\$185,000	3.750%	2/28/2022	100%
2/15/2031	225,000	225,000	3.750%	2/28/2022	100%
2/15/2032	\$235,000	\$235,000	4.000%	2/28/2022	100%
		\$645,000			

Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012A

<u>Maturity</u>	Maturity Amount Outstanding	Maturity Amount to be <u>Redeemed</u>	Interest <u>Rate</u>	Redemption <u>Date</u>	Redemption Price
8/15/2032	\$2,000,000	\$1,855,000(1)	4.648%	2/28/2022	100%

⁽¹⁾ Represents the February 15, 2023-2032 mandatory sinking fund amounts for the Term Certificates maturing on February 15, 2032.



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4517

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with Tyler Technologies, Inc on Behalf of the City to Provide ERP Software Solutions to the City

Requested Action

Approve the Resolution to Execute the Agreement

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas authorize the City Manage to Execute the Agreement.

Justification

The City of Mansfield, Texas has been utilizing the current legacy software system for well over 20 years. This software solution will provide staff with greater flexibility, reporting and opportunities to serve the employee base for years to come.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund/Water & Sewer Fund/MEDC/MPFDC/Drainage.

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC ON BEHALF OF THE CITY TO PROVIDE ERP SOFTWARE SOLUTIONS TO THE CITY
WHEREAS, on December 14 th , 2020, the City Council of the City of Mansfield approved a resolution authorizing a consulting contract for ERP solution and RFP development with Berry Dunn McNeil & Parker; and,
WHEREAS staff worked with Berry Dunn McNeil & Parker to develop a request for proposal for an ERP solution; and,
WHEREAS staff has reviewed proposals and viewed software demonstrations from multiple software providers; and,
WHEREAS, based on overall evaluations from staff, the software solutions offered by Tyler Technologies, Inc provides the best value for the cost.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THAT:
SECTION 1.
That the City Council of the City of Mansfield, Texas authorizes the City Manager or their designee to execute a contract with Tyler Technologies, Inc on behalf of the City to provide ERP software solutions to the City, subject to review and approval by the City Attorney.
SECTION 2.
This resolution shall be effective immediately upon adoption.
PASSED AND APPROVED THIS THE 14^{TH} DAY OF FEBRUAY, 2022.
Michael Evans, Mayor
ATTEST:

Susana Marin, City Secretary



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 Mansfield, 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 EnerGov labeled software, defined users mean the maximum number of named users
 that are authorized to use the EnerGov labeled modules as indicated in the Investment
 Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.



- "Invoicing and Payment Policy" means the invoicing and payment policy 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

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 the terms of Exhibit B. 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). The foregoing notwithstanding, prior to charging any additional fees we will reasonably cooperate with you to identify the sources and causes of the overages, and shall indicate to you the additional fees related to such overage(s). Your SaaS Fees shall be adjusted accordingly. Removal of any of the Tyler Software identified in the Investment Summary shall be by written agreement.

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. You may modify the Documentation for your internal business purposes only, including but not limited to, the development of user and training guides specific to you; however, your modifications may not infringe on Tyler's intellectual property rights under this Agreement.
- 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. <u>Software Warranty</u>. 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. Unless otherwise specified in Section C(9) below, there shall be no additional fees assessed to cure the Defect beyond your annual SaaS Fees.



6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. 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. <u>Professional Services</u>. 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. We will bill you the actual fees incurred based on the in-scope services provided to you. 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. 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, beyond the scope of contracted services is required, or if you use or request additional services not in-scope, 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 of On-Site Services. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel scheduled on-site services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. 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. <u>Site Access and Requirements</u>. 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. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. 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. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).
- 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access



to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

- 10. <u>Personnel</u>. The personnel we assign to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Agreement. We will cooperate with your staff and/or other contractors under contract with you, as may be reasonably necessary, to assure the timely and successful completion of the project in accordance with this Agreement, including the Statement of Work.
- 11. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kickoff activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for implementation services on the project. You agree that those resumes are for your information and planning purposes only. You may conduct, at your expense, reference checks on the proposed key personnel. Any such reference checks must be conducted within a timeframe, to be mutually agreed to, that does not impact project initiation.

Once our project team is assembled and your counterparts have been identified, both parties agree that they will not remove staff or personnel from their assigned project roles without reasonable advance notice, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We will use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

If our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. If the deficiency persists, we will replace that project member within a commercially reasonable time, upon your written request and demonstration of cause. Replacement staff will be assigned following the same processes set forth above and shall have the necessary skills, experience, and knowledge to perform the assigned duties of the project. Tyler will use commercially reasonable efforts to mitigate any impacts to the project schedule; provided, however, that if necessary, the parties shall revise the project schedule accordingly. The foregoing notwithstanding, if the replacement personnel is/are providing services onsite, you shall remain liable for travel expenses incurred by such personnel to be invoiced in accordance with the Business Travel Policy. If Tyler disagrees with the Client's request to remove personnel, the matter shall be referred to the Dispute Resolution Process of this Agreement.



12. Schedule. Changes in the project schedule, if any, will be mutually agreed upon.

SECTION D – THIRD PARTY PRODUCTS

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



SECTION F - TERM AND TERMINATION

- 1. <u>Term</u>. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees except as those fees may be adjusted by the terms of Exhibit B and 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. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. 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 <u>Force Majeure</u>. 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 <u>Lack of Appropriations</u>. 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.
- 3. <u>Disentanglement.</u> In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum. A copy of the database will be provided in the form in which it was stored or hosted while the Agreement was in effect.



SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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



- 3. <u>DISCLAIMER</u>. 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 1.5 TIMES (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. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our thencurrent 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. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.



- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. 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. <u>Nondiscrimination</u>. 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. <u>E-Verify</u>. 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. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. That estimated duration shall include a reasonable



amount of time required to address issues stemming from the Force Majeure event and a reasonable amount of time required for the restoration of normal business activities. Where practicable, the party whose performance is delayed shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event on its performance of its contractual obligations. The party whose performance is delayed shall also resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure.

- 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. <u>Severability</u>. 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. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.



Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. 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. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. 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. <u>Cooperative Procurement</u>. 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. <u>Socrata Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at https://www.tylertech.com/terms/socrata-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 and Order of Precedence. 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

Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms Schedule 3: BMI Terms

Exhibit E Statement of Work

Exhibit F Tyler Proposal Response to Client Request for Proposals (Dated June 22, 2021)

Exhibit G Client Request for Proposals (Dated May 19, 2021)

In the event of conflict between the contract documents, the following order of precedence shall apply:

- 1. This Agreement, excluding Exhibits F and G
- 2. Exhibit F
- 3. Exhibit G

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 Mansfield, TX
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	City of Mansfield
One Tyler Drive	1305 East Broad Street
Yarmouth, ME 04096	Mansfield, TX 76063
Attention: Chief Legal Officer	Attention:





Exhibit A Investment Summary

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

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Sales Quotation For:

City of Mansfield 1305 E Broad St Mansfield TX 76063-1804

Phone: +1 (817) 276-4200

Quoted By:

Quote Expiration:

Quote Name:

Quote Description:

City of Mansfield-ERP-Munis

Tyler ERP Quote v4 SaaS

INF40UB5 121521 Contract

Saas Term 1.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL	1	176	\$ 53,150
Accounts Payable	1	72	\$ 15,445
Bid Management	1	56	\$ 6,683
BMI Asset Track Interface	1	40	\$ 2,059
BMI CollectIT Interface	1	40	\$ 2,059
Budgeting	1	96	\$ 15,445
Capital Assets	1	72	\$ 14,605
Cash Management	1	72	\$ 10,758
Contract Management	1	56	\$ 6,662
Employee Expense Reimbursement	1	72	\$ 5,949
eProcurement	1	56	\$ 10,248
Project & Grant Accounting	1	92	\$ 10,246
Purchasing	1	176	\$ 26,032
Human Resources Management			
Payroll w/ESS (Limited Use)	1	376	\$ 2,237

Revenue Management			
Accounts Receivable	1	168	\$ 12,726
General Billing	1	96	\$ 6,890
Tyler Cashiering	1	72	\$ 19,020
UB Interface	1	36	\$ 6,242
Utility Billing CIS including Graphing Agent	1	260	\$ 23,765
Civic Services			
Citizen Self Service	1	96	\$ 12,726
Tyler GIS - Site License	1	0	\$ 14,455
Document Management			
Tyler Content Manager Auto Indexing and Redaction (SE)	1	16	\$ 1,775
Tyler Content Manager SE	1	64	\$ 18,802
Data Insights			
Munis Analytics & Reporting w Executive Insights	1	128	\$ 32,859
Socrata Capital Projects Explorer	1	0	\$ 10,000
Socrata Open Finance	1	0	\$ 19,000
Additional			
Tyler ReadyForms Processing (including Common Form Set)	1	0	\$ 9,147

 Sub-Total:
 \$ 368,985

 Less Discount:
 \$ 36,903

 TOTAL
 2388
 \$ 332,082

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	18	\$ 14,800	\$ 266,400	\$0
Install Fee - Socrata Capital Projects Explorer	1	\$ 4,200	\$ 4,200	\$0
Install Fee - Socrata Open Finance	1	\$ 7,000	\$ 7,000	\$0
Munis Executive Insights Implementation	1	\$ 10,500	\$ 10,500	\$0

Post Live Days - Financials	160	\$ 185	\$ 29,600	\$ 0
Post Live Days First Year End	80	\$ 185	\$ 14,800	\$ 0
Post Live Days Utility Billing	160	\$ 185	\$ 29,600	\$ 0
Tyler Forms Library - Utility Billing	1	\$ 5,000	\$ 5,000	\$ 0
Conversions			\$ 88,200	\$0
Onsite Implementation	628	\$ 210	\$ 131,880	\$0
Remote Implementation	1760	\$ 185	\$ 325,600	\$0
	TOTAL		\$ 912,780	\$ 0

3rd Party Hardware, Software and Services

						Unit	
			Unit		Unit	Maint/SaaS	Total
Description	Qty	Unit Price	Discount	Total Price	Maint/SaaS	Discount	Maint/SaaS
BMI AssetTrak ARS Reconciliation Desktop Software	1	\$ 4,195	\$0	\$ 4,195	\$0	\$0	\$ 0
BMI AssetTrak ARS V3 Fixed Asset Mobile Scanning							
Device Kit - Munis/ATARS	1	\$ 2,790	\$ 0	\$ 2,790	\$ 0	\$ 0	\$0
BMI Bar Code Printer Kit for CollectIT Inventory	1	\$ 795	\$ 0	\$ 795	\$ 0	\$ 0	\$0
BMI CollectIT V2 Inventory Mobile Scanning Device Kit	1	\$ 3,250	\$ 0	\$ 3,250	\$ 0	\$ 0	\$0
BMI Desktop Bluetooth Barcode Scanner for Munis							
Inventory Issuing	1	\$ 399	\$ 0	\$ 399	\$ 0	\$ 0	\$0
BMI Mobile Scanning Device programmed with							
TransTrak	1	\$ 2,295	\$ 0	\$ 2,295	\$ 0	\$ 0	\$0
BMI Transtrak Fixed Asset Receiving System	1	\$ 3,999	\$ 0	\$ 3,999	\$ 0	\$ 0	\$0
BMI USB Charging and Communications Cradle for PA							
760	1	\$ 229	\$ 0	\$ 229	\$ 0	\$ 0	\$0
Cash Drawer	1	\$ 260	\$ 0	\$ 260	\$ 0	\$ 0	\$0
Hand Held Scanner - Model 1950GSR	1	\$ 450	\$ 0	\$ 450	\$ 0	\$ 0	\$0
Hand Held Scanner Stand	1	\$ 30	\$ 0	\$ 30	\$ 0	\$ 0	\$ 0
MISC Hardware	1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$0
Printer (TM-S9000)	1	\$ 1,623	\$ 0	\$ 1,623	\$ 0	\$ 0	\$0
Tyler Secure Signature System with 2 Keys	1	\$ 1,650	\$0	\$ 1,650	\$ 0	\$ 0	\$0
TOTAL				\$ 21,965			\$0

Summary One Time Fees Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 332,082
Total Tyler Services	\$ 912,780	\$ 0
Total Third-Party Hardware, Software, Services	\$ 21,965	\$0
Summary Total	\$ 934,745	\$ 332,082
Contract Total	\$ 1.266.827	

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

Customer Approval:	 Date:	
Print Name:	P.O.#:	

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting/GL				
AC - Actuals up to 3 years	1	\$ 3,000	\$0	\$ 3,000
AC - Budgets up to 3 years	1	\$ 3,000	\$ 0	\$ 3,000
AC Standard COA	1	\$ 3,500	\$ 0	\$ 3,500
Accounts Payable				
AP - Checks up to 5 years	1	\$ 5,200	\$0	\$ 5,200
AP - Invoice up to 5 years	1	\$ 6,500	\$0	\$ 6,500
AP Standard Master	1	\$ 3,000	\$ 0	\$ 3,000
Capital Assets				
CA Std Master	1	\$ 4,500	\$ 0	\$ 4,500
General Billing				
GB - Bills up to 5 years	1	\$ 5,500	\$0	\$ 5,500
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GB - Recurring Invoices	1	\$ 4,500	\$ 0	\$ 4,500
GB Std CID	1	\$ 2,500	\$ 0	\$ 2,500
Payroll/HR				
PR Payroll - Deductions	1	\$ 1,800	\$ 0	\$ 1,800
PR Payroll - Standard	1	\$ 2,000	\$ 0	\$ 2,000
Purchasing				
Purchasing - Standard	2	\$ 4,000	\$ 0	\$ 8,000
Utility Billing				
Utility Billing - Assessments	1	\$ 2,000	\$ 0	\$ 2,000
Utility Billing - Backflow	1	\$ 3,000	\$ 0	\$ 3,000
Utility Billing - Balance Forward AR	1	\$ 8,100	\$ 0	\$ 8,100
Utility Billing - Consumption History up to 5 years	1	\$ 3,200	\$ 0	\$ 3,200
Utility Billing - Flat Inventory/Containers	1	\$ 4,300	\$ 0	\$ 4,300
Utility Billing - Service Orders	1	\$ 5,200	\$ 0	\$ 5,200
Utility Billing - Services	1	\$ 4,300	\$ 0	\$ 4,300
Utility Billing - Standard	1	\$ 5,100	\$ 0	\$ 5,100
TOTAL				\$ 88,200

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Inventory	1	72	\$ 24,342
Civic Services			
MyCivic Bundle	1	96	\$ 20,000
Tyler 311/Incident Management	1	80	\$ 16,817
Enterprise Asset Management			
Requestor Access License - Site License	1	0	\$ 3,540
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Document Management				
Tyler Content Manager Self-Service (SE)		1	16	\$ 4,529
Integrations				
Munis API Toolkit Bundle		1	48	\$ 34,761
SnapLogic - Up to 5 Integrations		1	999	\$ 4,000
Recurring Services				
Tyler Detect		1	0	\$ 45,000
	TOTAL:		1311	\$ 152,989

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Install Fee - Tyler Detect	1	\$ 2,000	\$ 2,000	\$0
Source Code Escrow	1	\$ 1,500	\$ 1,500	\$0
Conversion			\$ 31,225	\$0
Onsite Implementation	348	\$ 210	\$ 73,080	\$0
Remote Implementation	1027	\$ 185	\$ 189,995	\$0
	TOTAL		\$ 297,800	\$ 0

Optional 3rd Party Hardware, Software and Services

			Unit			Unit	
			Discount		Unit	Maint/SaaS	Total
Description	Qty	Unit Price		Total Price	Maint/SaaS	Discount	Maint/SaaS
Pattern Stream Automated Document System Pattern Stream Automated Document System -	1	\$ 38,000	\$0	\$ 38,000	\$ 7,600	\$ 0	\$ 7,600
Implementation	64	\$ 175	\$ 0	\$ 11,200	\$0	\$0	\$0

TOTAL \$49,200 \$7,600

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Contract Management				
Contracts	1	\$ 6,000	\$ 0	\$ 6,000
Inventory				
IN - Commodity Codes	1	\$ 2,500	\$ 0	\$ 2,500
Project and Grant Accounting				
PG - Actuals up to 3 years	1	\$ 3,000	\$0	\$ 3,000
PG - Budgets up to 3 years	1	\$ 3,000	\$ 0	\$ 3,000
PGA Standard	1	\$ 3,500	\$ 0	\$ 3,500
Tyler 311				
Tyler 311 / Tyler Incident Management	1	\$ 8,925	\$ 0	\$ 8,925
Utility Billing				
Utility Billing - Budget Billing	1	\$ 4,300	\$0	\$ 4,300
TOTAL				\$ 31,225

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Additional			
Tyler ReadyForms Processing (including Common Form Set)	\$ 9,147	\$ 915	\$ 8,232
Data Insights			
Munis Analytics & Reporting w Executive Insights Socrata Capital Projects Explorer Socrata Open Finance	\$ 32,859 \$ 10,000 \$ 19,000	\$ 3,286 \$ 1,000 \$ 1,900	\$ 29,573 \$ 9,000 \$ 17,100
Document Management			
Tyler Content Manager Auto Indexing and Redaction (SE) Tyler Content Manager SE 2021-280381-L8V4Q9	\$ 1,775 \$ 18,802	\$ 178 \$ 1,880	\$ 1,597 \$ 16,922 Page 7

TOTAL	\$ 368,985	\$ 36,903	\$ 332,082
Purchasing	\$ 26,032	\$ 2,603	\$ 23,429
Project & Grant Accounting	\$ 10,246	\$ 1,025	\$ 9,221
eProcurement	\$ 10,248	\$ 1,025	\$ 9,223
Employee Expense Reimbursement	\$ 5,949	\$ 595	\$ 5,354
Contract Management	\$ 6,662	\$ 666	\$ 5,996
Cash Management	\$ 10,758	\$ 1,076	\$ 9,682
Capital Assets	\$ 14,605	\$ 1,461	\$ 13,144
Budgeting	\$ 15,445	\$ 1,545	\$ 13,900
BMI CollectIT Interface	\$ 2,059	\$ 206	\$ 1,853
BMI Asset Track Interface	\$ 2,059	\$ 206	\$ 1,853
Bid Management	\$ 6,683	\$ 668	\$ 6,015
Accounts Payable	\$ 15,445	\$ 1,545	\$ 13,900
Accounting/GL	\$ 53,150	\$ 5,315	\$ 47,835
Financial Management			
Payroll w/ESS (Limited Use)	\$ 2,237	\$ 224	\$ 2,013
Human Resources Management			
Utility Billing CIS including Graphing Agent	\$ 23,765	\$ 2,377	\$ 21,388
UB Interface	\$ 6,242	\$ 624	\$ 5,618
Tyler Cashiering	\$ 19,020	\$ 1,902	\$ 17,118
General Billing	\$ 6,890	\$ 689	\$ 6,201
Accounts Receivable	\$ 12,726	\$ 1,273	\$ 11,453
Revenue Management	4		
Tyler GIS - Site License	\$ 14,455	\$ 1,446	\$ 13,009
	\$ 12,726 \$ 14,455	\$ 1,273	\$ 11,453
Civic Services Citizen Self Service	¢ 12 726	ć 1 272	Ċ 11 4F3

Comments

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

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

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

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

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

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

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

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

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

The SaaS fees for products that are not named users are based on 150 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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

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BMI AssetTrak ARS Reconciliation Desktop Software. Manual Posting FA Updates to Munis FA Module. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for AssetTrak ARS \$495.00 will be billed by BMI Systems Group after the first year. NOTE: Requires a BMI Mobile Scanning Device (PART # GBMIPA760ARSKT) and the Munis Capital Asset ASCII Interface.

PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: AssetTrak ARS V3 (WiFi/Batch) Capital Asset Software MSD Users License, Munis Asset Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera,

BMI Barcode Printer Kit - Includes - GoDEX 700i Thermal Transfer Printer, GoLabel Software with MUNIS Inventory Module Integration, 1 ribbon & 1 roll of 3" by 1" paper labels.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Munis Inventory Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Andriod 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - \$295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Munis Web Services Inventory Module Interface.

BMI Desktop Bluetooth Barcode Scanner - Unitech MS 340 Long Range CCD, Cordless â€" Used for Desktop Walkup Inventory Issuing.

BMI Mobile Scanning Device programmed with TransTrak - Additional Scanner, PA692 Integrated 1D Laser, Battery, USB com-charging cable w/ps, 26 keypad, TransTrak V6 Mobile Scanning Device License.

TransTrak Mobile Fixed Asset Receiving Software, PA 692 Rugged Mobile Scanning Device with 1D Laser, WLAN, Bluetooth, Camera, WME 6.5 OS, Cradle, Power supply, 1 GHz Processor, 512 MB Ram, 512 MB Rom, TransTrak Desktop and MSD Software Licenses, Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for TransTrak Mobile and Desktop Software is Included - \$ 249.00 will be billed by BMI Systems Group after the first year.Requires the Munis Fixed Asset ASCII Interface.

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

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

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

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

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS.Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal. The quoted Tyler Detect amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Utility billing library includes: standard Utility bill, standard assessment, standard UB receipt, standard Lien letter, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

3-year/48-hour Repair/Replace and Ship, No Fault Extended Service Contract for PA760 (Includes PA760, Cable and Battery).

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



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.

<u>Invoicing</u>: 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. <u>SaaS Fees</u>. 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. The first one-year renewal term after the initial term will reflect an increase in annual fees for SaaS services of 5%. The next four one-year renewal terms will reflect an increase in annual fees for SaaS services of 0%. Upon expiration of the initial term and after the first five consecutive one-year renewal terms, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

- 1.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced on a monthly basis as delivered, at the rates set forth in the Investment Summary. Tyler shall retain ten percent (10%) of the implementation fees for any phase that is reflected in this Agreement as of the Effective Date until the phase go-live date for that phase, at which time that 10% retainage will be invoiced to you for payment. Tyler reserves the right to invoice for a phase retainage before a phase go-live date if the Client delays or changes the go-live date by more than sixty (60) days, and that delay or change is not the result of Tyler's failure to perform.
- 2.1 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.
- 2.2 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.



- 2.3 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.
- 2.4 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.
- 2.5 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.

- 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 for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *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. <u>Transaction Fees</u>. 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 Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. We agree that our personnel shall not charge fees for time spent while in transit to your site unless work is being performed while in transit. Whenever practical and cost effective, Tyler personnel will make commercially reasonable efforts to book lodging accommodations within City of Mansfield city limits, provided that doing so complies with Tyler's Business Travel Policy. 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.

<u>Payment.</u> 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 <u>AR@tylertech.com</u>.





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

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.



^{*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. 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 quarter, calculated as follows: (Service Availability – Downtime) ÷ 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: (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 quarter 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.

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 quarter.

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 quarter. 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.

Client Relief Schedule		
Actual Attainment	Client Relief	
99.99% - 99.50%	Remedial action will be taken	
99.49% - 98.50%	2%	
98.49% - 97.50%	4%	
97.49% - 96.50%	6%	
96.49% - 95.50%	8%	
Below 95.50%	10%	

^{*} 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	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor 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

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Exhibit D Schedule 1 Hyperlinked Terms

<u>Pattern Stream Terms.</u> 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.

<u>Quatred Terms.</u> 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.

<u>ThinPrint Terms.</u> 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.

<u>Twilio Acceptable Use Policy.</u> 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
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court





Exhibit D Schedule 2 DocOrigin Terms

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DocOrigin

SOFTWARE LICENSE

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

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IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
- 1.2 Evaluation License. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "Evaluation Period"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 Development and Testing Licenses. Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide



non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses. Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub-license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
 - A. Per-CPU. The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document. This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface. This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License. You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies. After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.



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Last Updated: July 22, 2017





Exhibit D Schedule 3 BMI Terms

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Exhibit E Statement of Work





City of Mansfield

SOW from Tyler Technologies, Inc.

12/15/2021

Presented to:

1305 E Broad St Mansfield, TX 76063-1804

Contact:
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Email: David.Carll@TylerTech.com
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (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
- The City seeks the ability to generate custom ad-hoc reports with dashboard functionality without requiring extensive manipulation or intervention from IT staff
- The City desires the ability to manage security permissions and access in a future system without reliance on the software provider
- Mitigate against and resolve challenges from past decentralization of processes that has produced an
 ancillary effect that some departments are unaware of available system functionality in legacy
 systems and report system limitations that might not in fact always exist
- Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, the Auditor, City Council, and other City personnel
- Utilize information technology to improve decision-making and service to the community
- Improve internal and external communications using information technology
- Refine business processes based on best practices
- Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems
- Increase productivity by eliminating redundancy and unnecessary tasks

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.

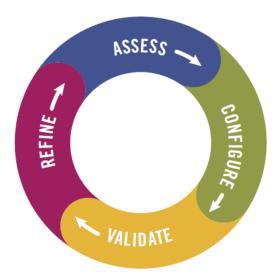
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently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

Tyler's Six Stage Project Methodology



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

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

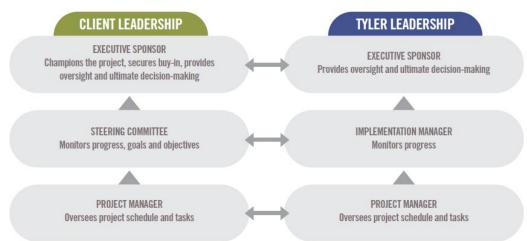
2. Project Governance

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 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. City and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



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.



BUDGET

Project Management Triangle

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.

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 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

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / Determines out of scope	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST	CLIENT AUTHORIZES Or Declines the Change	SCHEDULED ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY
			If Tyler Agrees with Request, Estimate provided to cilent, otherwise reason for denial provided		Including addition of new tasks that result from the change

4. Acceptance and Acknowledgement Processes

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 client 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. When possible to ensure an efficient response process, the Tyler Project Manager will notify the City Project Manager of an upcoming Deliverable or Control Point to allow the City Project Manager adequate time to align resources for review and to effectively use the review timeline window, in order to meet mutually agreed upon response timelines. 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.

Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. Acceptance and/or Acknowledgement of the Deliverable or Control Point must be provided by either the City Project Manager, City Executive Sponsor, or designee, and must be in writing. Acknowledgement, acceptance, or other communication from a Subject Matter Expert (SME), Functional Lead, or other Worcester Project Team member will not suffice as approval on Deliverables or Control Points. The following process will be used for accepting Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, and does not give a notice of rejection, Tyler may deem 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 ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler may deem the Deliverable or Control Point as accepted. If the City again deems the Deliverable or Control point to be deficient and not in conformance with the stated Scope and Objectives of said Deliverable, the City shall reject the Deliverable and work with Tyler to cure the deficiency and re-deliver the Deliverable according to the process set forth in this Section.
- Certain Deliverables developed throughout the project will not be static, and will be updated as
 needed throughout the process. As an example, the Implementation Project Plan ("Project Plan") will
 be delivered as a baseline document and developed collaboratively with the City. For these types of
 Deliverables that will be revised or otherwise maintained throughout the project, Tyler requires City

Acknowledgement of receipt of the Deliverable, and not formal Acceptance. The City shall have five (5) business days from the date of receipt, or as otherwise mutually agreed upon in writing by the parties, to (a) acknowledge receipt of the Deliverable and conformance to the stated Scope and Objectives of said Deliverable; or (b) reject the Deliverable.

Acceptance by the City shall, in no event, modify or limit Tyler's obligations under this SOW, nor shall
the City be deemed to have waived any rights or remedies it may have under the Agreement,
including this SOW.

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 client 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 Sponsor

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.

Name	Title	Contact	Commitment
Jen Turgeon	VP of Implementation	Jen.turgeon@tylertech.com	As needed
Chris Webster	President – ERP & Schools	Chris.webster@tylertech.com	As needed

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.

Name	Title	Contact	Commitment
Bobby Sansone	Implementation Director - Financials	Bobby.sansone@tylertech.com	As needed
Kathryn Morrilly	Implementation Director – Utility Billing	Kathryn.Morrilly@tylertech.com	As needed
Carrie Giesy	Sr. Implementation Director	Carrie.Giesy@tylertech.com	As Needed

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 client, the Tyler Project Manager provides regular updates to the client 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 ontime 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).
- Follows up on issues identified during sessions.
- 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 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.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- 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 Software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the City.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

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, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- 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 as a whole 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.
- Helps to ensure the project is 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
 - 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 City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Helps to ensure 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 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 in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Helps to ensure 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
 - Stakeholder Meeting
 - o Project Management Plan development
 - Schedule development
 - o Maintenance and monitoring of risk register
 - o Escalation of issues
 - o Communication with Tyler project team
 - o Coordination of City resources

- Attendance at scheduled sessions
- o Change management activities
- o Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- 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 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 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
- 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.
- 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 GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.

- Helps to ensure GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 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.

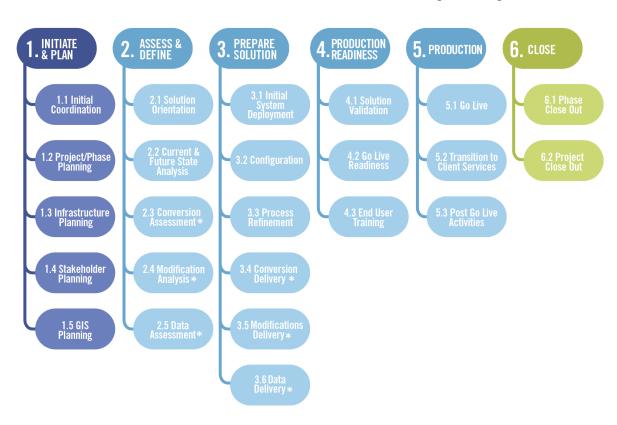
Part 3: Project Plan

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)



*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.

Initiate and Plan 6.1

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.

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

STAGE 1	Init	ial Co	oord	inatio	on															
	Tyle	Tyler									Client									
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	Α	R	С	_	1	_	1		_		_									
City project team is assigned									Α	1	R	1	1	1						
Provide initial project documents to City		А	R	С			С		1		1									
Gather preliminary information requested			T						А		R	С		С		С	С			
Sales to implementation knowledge transfer		А	R	Ι	_	Ι	_				I									
Create Project Portal to store project artifacts and facilitate communication		А	R								_									

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

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	Proj	roject/Phase Planning															
	Tyle	r							Clier	nt							
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)		А	R						_		С	С	-				

Develop Project	Δ	R					C	C	1			
Management Plan	7	11					ر	ر	_			
Develop initial	٨	D	_	_	_	_	_	_	_	_	_	
project schedule	A	K			1	1	C	C	1		C	

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.

• 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, where Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install 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.

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

STAGE 1	Infr	astru	cture	Plan	ning												
	Tyle	r							Clier	nt							
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		А	R		С		С				1						_
Initial Infrastructure Meeting		А	R		С		С				С						С

Schedule SaaS									
Environment	Α	R		С		1			
Availability									
Schedule Installation of	^	D		_					_
All Tyler Software	A	R		C		1			1
Infrastructure Audit	Α	R		С		1			С

Inputs	1. Initial Infrastructure Requirements and Design Document								
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables							
	Completed Infrastructure Requirements and Design Document	Delivery of Document							
	2. Infrastructure Audit	System Passes Audit Criteria							

6.1.4 Stakeholder Meeting

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

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

STAGE 1	Stal	kehol	der N	⁄leeti	ng												
	Tyle	r							Clier	nt							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	1	А	R	1	_				1	1	С		1				
Review Stakeholder Meeting Presentation		1	С						А		R		С				
Perform Stakeholder Meeting Presentation	1	А	R	1	1				1	I	С	I	1	1	1	I	I

Inputs	Agreement
	SOW
	Project Management Plan

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

None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

- Identify all City GIS data sources and formats.
- Tyler to understand City's GIS needs and practices.
- Ensure City's GIS data meets Tyler product requirements.

STAGE 1	GIS	Prep	aratio	on													
	Tyle	r							Clie	nt							
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
Initial GIS Planning Meeting		А	R				С				С						С
Determine all GIS Data Sources			1				1		А		R						C
Provide Source GIS Data			1				1		Α		R						С
Review GIS Data and Provide Feedback		А	R				С				1						C

Inputs	GIS Requirements Document	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
Deliverables	Production Ready Man Data	Meets Tyler GIS Requirements

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

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
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

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, both by volunteering such information and in response to requests made by Tyler, and assisting in analysis, understanding current workflows and business processes. Tyler will in turn educate City staff on options available in the Tyler Software that may be used to meet City requirements, and advise on best practices and proper internal controls and workflow. The City shall be responsible for making configuration decisions based on the options presented by Tyler in a timely manner.

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 City for current and future state analysis.

STAGE 2	Solu	Solution Orientation															
	Tyle	r							Clier	nt							
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			Α	R							1	1		1	1		1
Complete pre-requisites											Α	R		С			С
Conduct orientation			Α	R							1	1		1	1		1

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	Cur	Current & Future State Analysis															
	Tyle	r							Clie	nt							
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			А	R	1	1	Τ				С	С	С	С			С
Discuss future-state options			А	R	С	С	С				С	С	С	С			С
Make future-state decisions			С	С	С	С	С				А	R	1	С			С
Document anticipated configuration options required to support future state			А	R	С	С	С				_	I	I	Ι			1

Inputs	Client current state documentation
	Solution Orientation completion

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

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

- 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	a Cor	versi	on As	sessr	nent											
	Tyle	r							Clier	nt							
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			1		С						А						R
Review and Scrub Source Data			1	1	1						А	R		С			Ι
Build/Update Data Conversion Plan			R	С	С						С	1	1	1			Τ

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

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables		
Deliverables	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with 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 Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

- All software is deployed and operational.
- City is able to access the software.

STAGE 3	Initi	al Sys	tem [Deplo	ymer	it (Saa	aS)										
	Tyle	r							Clier	nt							
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			А				R				1						С
Install Tyler Software with Initial Database on Server(s) for Included Environments			Α				R				I						С

Install Software on City Devices (if applicable)	ı	ı		С		А			R
Tyler System Administration Training (if applicable)	,	A		R		_			С

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables		
	Software is Installed is the Saas Datacenter	Software is accessible
	Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes

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

6.3.2 Configuration

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

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

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

STAGE 3	Con	figur	ation														
	Tyle	r							Clier	nt							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct configuration training		Α	R				Ι	С	С		
Complete Tyler configuration tasks (where applicable)		А	R				_	_	I		
Complete City configuration tasks (where applicable)		I	С				А	R	С		
Standard interfaces configuration and training (if applicable)		А	R		С		_	С	С		С
Updates to Solution Validation testing plan		С	С				А	R	С		С

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

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

• Tyler provides guidance for configuration options available within the Tyler software. 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.

- 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	Prod	cess F	Refine	ment	•												
	Tyle	r							Clier	nt							
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			А	R							_	С	_	С			
Confirm process decisions			1	С						А	R	С	_	С			
Test configuration			1	С							Α	R		С			
Refine configuration (City Responsible)			1	С							А	R		С			
Refine configuration (Tyler Responsible)			А	R							_	_		_			
Validate interface process and results			1	С			С				А	R		С			С
Update City- specific process documentation (if applicable)			I	С							А	R		С			
Updates to Solution Validation testing plan			С	С							А	R		С			С

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 (if applicable - completed by	
	City)	

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 wellexecuted 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	Data Delivery & Conversion															
	Tyle	r							Client								
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			А	С	R						1	I		I			

Populate data crosswalks/code mapping tool		1	С	С			А	R	С		
Iterations: Conversion Development		А	С	R			_				Ι
Iterations: Deliver converted data		А		R	ı		I				_
Iterations: Proof/Review data and reconcile to source system		С	С	С			А	R	С		С

Inputs	
	Data Conversion Plan
	Configuration

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

- 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:

- Software is installed.
- Installation checklist/system document.
- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).



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.

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

STAGE 4	Solu	ıtion	Valid	ation													
	Tyle	r							Client								
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			А	R	С						С	С		С			
Update test scripts (as applicable)			С	С	С						А	R		С			
Perform testing			С	С	С						Α	R		С			
Document issues from testing			С	С	С						А	R		С			
Perform required follow-up on issues			А	R	С						С	С		С			
Perform regression testing			1	С						А	А	С	1	С	I	Ι	С

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

- 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.

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

STAGE 4	Go-	Live	Read	iness													
	Tyle	r							Client								
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	1	А	R	С	С	1	С	1	1	1	1		1				1
Conduct Go-Live planning session		Α	R	С							С	С	С	С	С		С
Order peripheral hardware (if applicable)			1							А	R						С
Confirm procedures for Go-Live issue reporting & resolution		А	R	ı	1	1	1				С	С	1	I	1	1	1
Develop Go-Live checklist		А	R	С	С						С	С	ı	С			С
Final system infrastructure review (where applicable)			А				R				С						С

Inputs	Future state decisions
	Go-live checklist

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

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 end user training session or implementation topic. City users who attended the Tyler sessions will 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.

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

STAGE 4	End	End User Training															
	Tyle	r							Client								
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		Α	R	С							С		1		С		
End User training (Tyler-led)		А	R	С							С	С	1	С	С	С	
Train-the-trainer		Α	R	С							С	С	1	С			
End User training (City-led)			С	С							А	R	1	С	С	С	

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

- 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 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															
	Tyle	r							Client								
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			С		С						А						R
Final source data pushed into production environment, if applicable			А	С	R						I	С		С			С
Proof final converted data, if applicable			С	С	С						Α	R		С			
Complete Go-Live activities as defined in the Go-Live action plan			С	С	С				_	А	R	С	ı	С			
Provide Go-Live assistance			А	R	С	С		1			С	С	I	С		ı	С

Inputs	Comprehensive Action Plan for Go-Live	Comprehensive Action Plan for Go-Live									
	Final source data (if applicable)										
Outputs /		Acceptance Criteria [only] for Deliverables									
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.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

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) coordinates with the City project manager to schedule 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 City teams for key processes and subject areas.

STAGE 5	Trai	nsitio	n to	Client	t Serv	ices					Transition to Client Services													
	Tyle	r							Client															
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	1	1	А	_	_			R	1	I	С	С		С										
Review long term maintenance and continuous improvement			А					R			С	С		С										

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	Pos	Post Go-Live Activities															
	Tyle	r							Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		А	R	С	С	С	С	_			С	С	1	С			С
Determine resolution plan in preparation for phase or project close out		А	R	С	С	С		1			С	С	I	С			

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 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.
- The Tyler Software is being used in a production environment as the primary software application to support the needed functional areas
- Post-live services, if applicable, have been scheduled
- 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 City teams that activities within this phase are complete.

STAGE 6	Pha	Phase Close Out															
	Tyle	r							Client								
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	1	А	R						1	_	С						
Hold post phase review meeting		А	R	С	С	С	С				С	С	С	С			С
Release phase- dependent Tyler project resources	А	R	1								1						

Participants	Tyler	Client
	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 /		Acceptance Criteria [only] for Deliverables
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 City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Pro	Project Close Out															
	Tyle	r							Client								
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		А	R	С	С	С	С			С	С	С	С		С
Deliver post project report to City and Tyler leadership	I	А	R					I	I	С					
Release Tyler project resources	А	R	1							1					

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 number of 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.
- Each party will complete their necessary assignments in a mutually agreed upon timeframe in order 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 and as presented by Tyler resources.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make reasonable process changes at its discretion.
- 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, the 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 work to ensure assigned resources will follow the change control process.
- The City will endeavor to align resources that 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, in alignment with the Project Schedule, in order 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 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, the 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 Munis Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.4 Accounts Payable Master

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

9.1.5 Accounts Payable - Checks

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

9.1.6 Accounts Payable - Invoices

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

9.1.7 Capital Assets Master

 Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.8 General Billing CID

Customer information

9.1.9 General Billing – Recurring Invoices

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

9.1.10General Billing – Bills

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

9.1.11 Purchase Orders

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

9.1.12 Utility Billing

 Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.13 Utility Billing - Services

Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held
on account including unpaid deposit amounts, winter usage, current meter(s) associated with service,
meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.14Utility Billing -Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.1.15 Utility Billing - Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.16Utility Billing -Balance Forward AR

Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.

• If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

9.1.17Utility Billing – Work Orders

 Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.1.18Utility Billing –Flat Inventory/Containers

 Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.1.19 Utility Billing -Backflow

Account information, backflow device information, backflow type, and backflow violations

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

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

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

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Core Financials System Wide &	 Accounting / General Ledger Accounts Payable Budgeting Cash Management Project & Grant Accounting Purchasing 	Jan 2022	Oct 2022 (discuss possibility of deferring some of these
	Implemented in all	Munis Analytics & ReportingTyler Reporting Services		application
	Phases	 Munis Office HUB Tyler ReadyForms Processing Tyler Content Manager SE Tyler Content Manager Auto Indexing and Redaction SE 		s to a Phase 3)
2	Utility Billing	 Utility Billing Citizen Self Service Tyler GIS	June 2022	June 2023
3	Miscellaneous Financials	 Bid Management Contract Management Capital Assets BMI AssetTrak Interface Employee Expense Reimbursement eProcurement Accounts Receivable General Billing Tyler Cashiering 	Nov 2022	Apr 2023

Phase	Functional Areas	Modules	Start Date	Go-Live Date
		Salary & Benefit ProjectionsSocrata Open FinanceSocrata Capital Projects Explorer		

11.2 Socrata Project Plan

Socrata Project Plan												
		Week										
	<u>1</u>	<u>2</u>	<u>3</u>	4	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	9	<u>10</u>	<u>11</u>	<u>12</u>
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												Ī

11.3 Intentionally left blank.

12. Planned Data Exchanges

The following data exchanges from 3rd party software providers have been identified by the City of Mansfield and included in the Scope of this Project, per the RFP and Tyler's proposal. The listing below shows the Potential Interfaces tab of Attachment B from City of Mansfield's RFP and Tyler's response. This listing has been updated appropriately to align with the scope of this project, and discussions during the contracting process for this SOW. Additional planning and analysis will be performed to confirm, expand/reduce, and further define the data exchanges listed in the SOW.

Req#	System/Interface	Vendor	Database Platform	Desired Type of Data Transfer	Data Involved in Potential Transfer	Vendor Response	Vendor Comments	Method of Integration (API, XML, HTTP, file import/export routine, etc.)	Included in scope of proposal?	Cost to Develop
INT.2	User Authentication	Microsoft Active Directory	N/A	Interface - Send and Receive Data	Send: The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Receive: The ERP system should receive authenticated user information and email addresses in real-time.	Standard - Other (Explain in comments)	Standard LDAP integration		yes	No cost; Standard LDAP Integration
INT.3	Parks and recreation management software	ACTIVE Net	N/A	Interface - Send and Receive Data	Receive: The ERP system should receive payment information. The ERP system should receive payment refund information for processing a refund check though Accounts Payable. Send: The ERP system should send check refund information to ACTIVENet for processing and updating customer accounts.	Standard - File Import/Export	Assuming use of compatible import/export files	Standard - File Import/Export	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.4	Agenda management	Legistar	N/A	Interface - Send and Receive Data	Receive: The Community Development suite should receive PZC meeting results from Legistar. Send: The Community Development suite should send a planning project packet of information to Legistar for inclusion on a PZC agenda.		out of scope Tyler not proposing Community Development Suite			Not Applicable; Not in Scope

INT.5	Purchase cards (p-cards)	Chase Bank	N/A	Interface - Receive data in selected system	Receive: The future ERP system will need to receive p-card transaction details.	Standard - File Import	With compatabile import file	File Import Into Selected System	Yes	No cost, assuming use of compatible import/export files to support data exchange with Chase Bank
INT.6	Payment Processing	Paymentus	N/A	Interface - Send and Receive Data	Send: The ERP system should be able to send utility customer, miscellaneous accounts receivable customer, and Municipal court case information to Paymentus. Receive: The ERP system should be able to receive payment information from Paymentus.	Standard - Interface/API		Standard - Interface/API	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.7	Ambulance billing	EMERGICON	N/A	Interface - Receive data in selected system	Receive: The ERP system should receive ambulance billing payment receipt data from EMERGICON.	Standard - File Import	With compatabile import file	File Import Into Selected System	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.8	Positive pay	JP Morgan Access / Chase Bank		Integration - Send data from selected system	Send: The future ERP system needs to send a positive file to Chase Bank.	Standard - File Export		Standard - File Export	yes	No cost, assuming use of compatible import/export files to support data exchange with Chase Bank
INT.9	Productivity Tools	Microsoft		Interface - Send and Receive Data	Send: The ERP system should have the ability to integrate with MS Word, MS Excel, and Access. Receive: Microsoft applications (MS Word, MS Excel, and Access) should have the ability to integrate with the ERP system.	Standard - File Import/Export	MS Access not in scope	Standard - File Import/Export	yes	No cost for Word and Excel

INT.13	AMR Meter reading	Logicon Versaterm		Interface - Send and Receive Data	Send: The ERP system needs to send new UB account or account status changes. Receive: The ERP system needs to receive read data via file import.	Standard - File Import/Export		Standard - File Import/Export	Yes	No cost, assuming use of compatible import/export files to support data exchange
INT.14	Municipal Court Management	Incode	SQL Server 2017	Interface - Send and Receive Data	Receive: The ERP system should receive payment information. The ERP system should receive payment refund information for processing a refund check though Accounts Payable. Send: The ERP system should send check refund information to Incode for processing and updating case payment details.	Standard - File Import/Export		Standard - File Import/Export	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.15	Vehicle meter reading system	Masterlink		Interface - Send and Receive Data	Send: The UB system should send new account or account status changes Receive: The UB system should receive meter read data.	Standard - File Import/Export	Assuming use of compatible import/export files	Standard - File Import/Export	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.16	Utilities customer engagement and data analytics	WaterSmart		Integration - Send data from selected system	Send: The ERP/CIS system should send utilities consumption information and data to WaterSmart for data analytics.	Standard - File Export	Assuming use of compatible import/export files	File Export from Selected System	yes	No cost, assuming use of compatible import/export files to support data exchange
INT.17	Permitting system	MyGov		Interface - Send and Receive Data	Receive: The ERP System should receive permit/inspection/plan application/code enforcement fee payment receipt information from the permitting system. Send: The ERP System should send refund information back to the permitting system for processing.	Standard - File Import/Export	Assuming use of compatible import/export files	Standard - File Import/Export	yes	No cost if using compatible import/export files

The following items, included in the scope of the City's original RFP, and included in Tyler's original proposal response, have been reviewed jointly and either removed from scope due to the decision to do so or as a result of the scope of the award of this Agreement.

Req#	System/Interface	Vendor	Database Platform	Desired Type of Data Transfer	Data Involved in Potential Transfer	Vendor Response	Vendor Comments	Method of Integration (API, XML, HTTP, file import/export routine, etc.)	Included in scope of proposal?	City Contracting Decision
INT.1	Legacy ERP	STW	DB2	Interface - Receive data in selected system	Receive: The new ERP system should receive payroll information from the legacy ERP system for purposes of updating the GL, until the City has fully transitioned to the new system. The ERP system should receive Deduction/Benefit/Accrual information from the legacy payroll system for purposes of creating payments to third parties through Accounts Payable.	Standard - File Import			yes	Not required based on selection of UKG for HRMS/Payroll
INT.10	Benefit elections	Benefit Providers		Integration - Send data from selected system	Send: The future ERP system needs to send employee benefit elections data to each benefit provider.	Standard - File Export		Standard - File Export	yes	Not required based on selection of UKG for HRMS/Payroll
INT.11	Retirement system	Texas Municipal Retirement System (TMRS)		Integration - Send data from selected system	Send: The future ERP system should send employee information to the TMRS.	Standard - File Export		Standard - File Export	yes	Not required based on selection of UKG for HRMS/Payroll

INT.12	Document management	Laserfiche	SQL Server	Interface - Send and Receive Data	Send: The ERP system should send documents to Laserfiche. Receive: The ERP system should receive documents from Laserfiche.	Not Proposed	Munis does not include direct integration with third party Enterprise Content Management (ECM) solutions. Tyler has proposed Tyler Content Manager Standard Edition (TCM SE), an integrated content management solution, to electronically capture, manage, and retrieve all documents related to Tyler applications. Tyler Content Manager includes a document extract utility to automate document and metadata export to a file system that clients can use to import to a separate third-party ECM solution. Retrieval of content stored in third-party		Not required by direction of City Finance and Clerk's offices
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			ECM solutions directly from Munis applications is not supported.		

Through the preceding RFP Proposal evaluation process, the City has identified a separate vendor to contract with for human resources, payroll, and time & attendance functionality. The information below identifies the planned scope of data exchange between the Tyler Software and UKG, which will be further reviewed and configured by the City and Tyler during the implementation process:

The City will need to use the following Tyler Import Programs:

- Employee Import
- Employee Pay Import
- Employee Deduction Import
- Position Control Import (if the City is tracking position info)
- Salary Table Import

UKG will be the system of record for all things payroll related, therefore, pay, deduction, and salary information will always be sent from UKG to Munis. UKG will be using Tyler file formats to get the City's information into a state that can be imported into Munis. The City can import/update this information as frequently as they wish but the challenge is going to be keeping both systems up to date as things change in UKG. Once this information is imported into Munis payroll, Salary & Benefit Projections can be generated and the City can perform their what-if scenarios.

Tyler will provide the City with MS Excel files giving a reliable breakdown of each necessary program, the required field to make it work, and whether it's importable or not. It is a combined version of multiple files, but what Tyler would see as required pieces.

This goes hand in hand with the MS Excel file for all available fields within Employee Import (which is 3 different imports of employee data). This file includes the setup code pieces that allows the City to create valid employee records.



Exhibit F Tyler Proposal Response to Client Request for Proposals





City of Mansfield Enterprise Resource Planning (ERP) Software Systems Environment

Tuesday, June 22, 2021

David Carll - Senior Account Executive One Tyler Drive, Yarmouth, ME 04096 Phone: 800-772-2260, Ext. 5663 Email: David.Carll@tylertech.com

CERTIFICATE OF SECRETARY OF TYLER TECHNOLOGIES, INC.

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of July 1, 2018.

TYLER TECHNOLOGIES, INC. a Delaware corporation

Name: Abby Diaz Title: Secretary

RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF TYLER TECHNOLOGIES, INC.

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("<u>Tyler</u>"), deems it to be in the best interests of Tyler to memorialize the authority of members of Tyler's legal team to enter into contracts and other legally binding obligations or representations on behalf of Tyler;

RESOLVED, that in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s) or the Tyler division or group on whose behalf the individual is entering into the contract or other legally binding obligation or representation, and limited only by the notations included herein:

Andrea Fravert

Rob Kennedy-Jensen

Casey Civiello – Non-Disclosure Agreements

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date the individual is no longer employed by Tyler;

RESOLVED, that each corporate officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

Restrictions on Disclosure

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

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

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

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

Trademarks Disclaimer

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

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Tab 1 Company Introduction and Relevant Experience

These tabs are to include the Proposers response as detailed in Attachment A – Proposal Response Forms, including any supplemental attachments or documents identified in Attachment A – Proposal Response Forms. Proposers are directed to Attachment A – Proposal Response Forms, which includes forms, tables, and questions that are be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1-13).

1.1 Attachment A / Tab 1

Please reference Attachment A / Tab 1 on the following pages.



Attachment A – Proposal Forms

Proposer is to complete each of the Tabs 1 – 15 and submit per the instructions provided in the RFP. Any Exhibits provided by the Proposer are to be inserted at the end of each applicable tab. Proposers are permitted to make changes to the footers, and necessary formatting changes to tables, to optimize the presentation of information.

Proposer is instructed to organize Proposal in a tabbed format, and to insert the completed tab forms (Attachment A) in the corresponding tabs as a part of their Proposal response. In addition to the information captured through the questions and tables in Attachment A, Proposer is requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each tab section. Any such information may be provided in Proposers preferred formatting/branding.

Proposal Tab No.	Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response
Supplements	Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked "Supplements" tab of the proposal.



Tab 1 - Company Introduction and Relevant Experience

I. TRANSMITTAL CERTIFICATION

By signature on the Proposal, the Respondent certifies that it complies with:

- 1. The laws of the State of Texas and is licensed or qualified to conduct business in the State of Texas
- 2. All applicable local, state, and federal laws, codes, and regulations
- 3. All terms, conditions, and requirements set forth in this RFP
- 4. A condition that the Proposal submitted was independently arrived at, without collusion
- 5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest
- 6. The following Non-Collusion Affirmations
 - I affirm that I am the Respondent, a partner of the Respondent, or an officer or employee of the Respondent's corporation with authority to sign on the Respondent's behalf.
 - I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Vendor designed to limit competition.
 - I hereby affirm that the contents of this Proposal have not been communicated by the Respondent or its agent to any person not an employee or agent of the City of Mansfield (City).

If the Respondent fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the Proposal, terminate the contract, or consider the Respondent in default.

Table 1-01: Transmittal Certification and Primary Contact Information

Field	Response
Name of the Respondent Representative	David Carll
Title	Senior Sales Executive
Name of Company	Tyler Technologies, Inc.
Address	One Tyler Drive Yarmouth, ME 04096
Telephone Number	800-772-2260, Ext. 5663
Email Address	David.carll@tylertech.com



Rob Kennedy-Jensen, Director of Contracts*
espondent's acknowledgement and acceptance of the as, and the execution of same during the discharge of any

Subject to Tyler's Proposal and the exceptions contained thereit

II. TRANSMITTAL LETTER

A Transmittal Letter, printed on letterhead, shall be submitted and signed by an authorized representative of the Respondent, such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s) that address the following:

- a. A statement naming the Respondent (legal name and if corporation, whether corporation has corporate seal) and stating the type of entity for the Respondent and any joint Respondent or subcontractor (e.g., corporation, limited liability company, partnership, sole proprietor, etc.)
- b. A statement of acknowledging that all addenda to this Request for Proposal have been reviewed by the Respondent; and
- c. A statement disclosing whether or not the proposal contains confidential information, trade secrets or other proprietary data the Respondent does not want to be subject to public inspection.

Please reference the Transmittal Letter on the following pages.



Tuesday, June 22, 2021

City of Mansfield City Secretary 1200 E. Broad Street Mansfield, TX 76063 One Tyler Dr Yarmouth ME 04096 P: 800.772.2260 F: 207.781.2459 www.tylertech.com

RE: Response to RFP for Enterprise Resource Planning (ERP) Software Systems Environment

Dear City Secretary:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the City of Mansfield's Request for Proposal dated Wednesday, May 19, 2021, for Enterprise Resource Planning (ERP) Software Systems Environment. The attached proposal will detail our complete offering, including:

- Munis software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

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

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

This proposal and cost schedule shall be valid and binding for 180 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

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

Tyler acknowledges receipt of Addendums 1 and 2. Tyler's proposal contains confidential information.

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

David Carll, Senior Account Executive

800-772-2260, Ext. 5663 - David.Carll@tylertech.com

Respectfully submitted,

Rob Kennedy-Jensen

Director of Contracts, Tyler Technologies, Inc.

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL). Tyler has a corporate seal.

EIN: 75-2303920



III. COMPANY BACKGROUND AND HISTORY

i. Proposer to provide a comprehensive history statement of the firm, including any mergers, assignments, or other corporate changes during the past 10 years.

No applicable corporate changes during the last 10 years. Tyler has made several acquisitions during that period.

Founded in 1966, Tyler operated as a holding company with operations in many industrial, retail and distribution businesses through 1998. During this time, the company acquired and sold many businesses and by 1987 had annual sales of \$1.1 billion and 10,000 employees.

In 1997, Tyler began a multi-phase plan that changed the company's focus to serving the unique information management software needs of local governments nationwide. Changing its name to Tyler Technologies to reflect this growth strategy, the company entered the local government software market in 1998 and 1999 through a series of strategic acquisitions of companies. Today, Tyler Technologies is the largest company in the country solely dedicated to providing software and services to the public sector, including solutions for state, county and local governments and schools.

For a look at Tyler's corporate history timeline, please follow this link:

https://www.tylertech.com/about-us/corporate-history

Mergers and Acquisitions

Founded in 1966, Tyler operated as a holding company with operations in many industrial, retail and distribution businesses through 1998. During this time, the company acquired and sold many businesses and by 1987 had annual sales of \$1.1 billion and 10,000 employees.

In 1997, Tyler began a multi-phase plan that changed the company's focus to serving the unique information management software needs of local governments nationwide. Changing its name to Tyler Technologies to reflect this growth strategy, the company entered the local government software market in 1998 and 1999 through a series of strategic acquisitions of companies. Today, Tyler Technologies is the largest company in the country solely dedicated to providing software and services to the public sector, including solutions for state, county and local governments and schools.

Company Name	Year Founded
Business Resources Corporation	1982
The Software Group (TSG)	1981
nteractive Computer Design (Incode)	1981
Computer Management Services	1975
Eagle Computer Systems	1978
Micro Arizala Systems (FundBalance)	1984
Gemini Systems	1987
Process Inc. Computer Center Software (MUNIS)	1978
Cole Layer Trumble Company	1938
Eden Systems, Inc.	1981
MazikUSA, Inc. (TEMS)	2003
TACS, Inc.	1986
	Business Resources Corporation The Software Group (TSG) Interactive Computer Design (Incode) Computer Management Services Eagle Computer Systems Micro Arizala Systems (FundBalance) Gemini Systems Process Inc. Computer Center Software (MUNIS) Cole Layer Trumble Company Eden Systems, Inc. MazikUSA, Inc. (TEMS)

Attachment A - Tab 1

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ERP Solution and Implementation Services



2007	Advanced Data Systems (ProFund)	1980
2007	EDP Enterprises, Inc.	1981
	Chandler Information Systems	1987
2000	Versatrans	1981
2008	School Information Systems, Inc.	1983
	Olympia Computing Company, Inc.	1979
2000	PulseMark, LLC	2007
2009	Assessment Evaluation Services, Inc.	1994
	Parker-Lowe & Associates	1994
2010	Wiznet.Inc.	1995
2011	The Windsor Management Group (Infinite Visions)	1980
2011	Yotta MVS, Inc.	1986
	UniFund	1988
2012	Computer Software Associates	1982
2012	Akanda Innovation, Inc.	1997
	EnerGov	2002
2014	SoftCode	1991
2015	Brazos Technology	2000
2013	New World Systems	1981
2016	ExecuTime Software	2007
	New World Systems	1981
	Modria	2011
2017	Digital Health Department (DHD)	2002
	Radio 10-33	2009
	Socrata	2007
	Sage Data Security, Inc.	2002
2018	CaseloadPRO	2009
	SceneDoc	2011
	MobileEyes	2002
2019	MicroPact	2005
	MyCivic Apps	2011
	Courthouse Technologies	2009
2020	NIC Inc.	1991
	ReadySub	
	DataSpec	2007



ii. Proposer shall complete the Company Background and History Table as provided below.

If a partnership with third-party company is a part of the Proposal, the Company Background and History table shall be provided for each entity. It is expected that all points shall be addressed for each company involved in the Proposal, prime or third party. Proposer to copy the table as needed for each Partner/Third-Party Firm proposed and fill out for each.

Table 1-02: Company Background and History

Metric	Response
Name of Proposer:	Tyler Technologies, Inc.
(Copy form and Complete if applicable for each) Name of Partner/Third-Party Firm:	
Total number of employees	5,658
Type and number of employees committed to the product and support being proposed	Tyler's ERP and School Division has 1,300 employees
Office locations (City and State)	Tyler is headquartered in Plano, TX. Munis support offices are located in both Yarmouth and Falmouth, ME. For a complete listing of our office locations, please visit www.tylertech.com/about-us/office-locations
Total number of active clients	Private: N/A
	Government: 2,000 using Munis
Total number of active Private Sector ERP clients	Tyler is solely focused on the public sector.
Total number of active Government Sector ERP clients	2,000
Total years offering proposed software systems	37 years
Total number of Texas Government clients with	Municipality: 31
breakout by Municipality, County, Other	County:7
	Texas ISD's: 30
	Authorities:7
Total number of completed implementations of the proposed product and version	Tyler has completed 2,000 Munis implementations. The version the County



Metric	Response
	will implement will be dependent upon your software installation date.
Total number of active government clients using the proposed product version	Nearly 2,000 public sector clients use Munis
Total number of clients converted to the proposed product from City's legacy system(s).	Tyler conducts hundreds of data conversions for our implementation projects every year using a conversion process involving data mapping from client legacy system and custom programs written by our dedicated conversion programmers. Tyler has provided a detailed explanation of our Data Conversion Methodology and Approach in this response. Over 95% of our implementation projects involve data conversion services, not including any manual conversion done by the client.
Largest active government installation, including population	Munis: San Bernardino County, CA – 2,104,291
Smallest active government installation, including population	Munis: Town of Manalapan, FL – 406
Other products offered by the company	Tyler offers solutions for all aspects of the public sector including Appraisal & Tax, Courts & Justice, ERP & Financial, Planning, Regulatory & Maintenance; Public Safety, Records & Documents, and Schools. For a full listing of Tyler products please visit www.tylertech.com/solutions- products/products



IV. RELEVANT EXPERIENCE

 Please describe your relevant experience working with Texas entities (Counties, Municipalities, etc.)

Please see the list of Texas customers provided below demonstrating Tyler's experience and ability to deliver the Munis ERP system to the City of Mansfield. We have delivered 75 systems to date in the State of Texas. We have been installing between 2 and 3 cities a year for several years. This is all Tyler does, deliver software and services to the public sector. We have the team and the knowledge to deliver the system asked for by the City of Mansfield. In fact, we are replacing STW at the City of Haltom City and the City of Desoto presently with several other cities inquiring about our systems as of the date of this proposal. Please contact David Carll with any questions about experience delivering the Tyler ERP software at (800) 772-2260 or David.Carll@tylertech.com.

City Customers

City of Frisco Texas – (2006) Financials, Payroll/HR

City of Southlake Texas - (2006) Financials, Payroll/HR, Utility Billing

City of Texas City - (2010) Financials, Payroll/HR, Utility Billing

City of Missouri City Texas – (2011) Financials, Payroll/HR, EnerGov Permitting/Code

City of Colleyville Texas – (2012) Financials, Payroll, Utility Billing

City of Mesquite Texas – (2012) Financials, Utility Billing, EnerGov Permitting/Code, Payroll/HR, Courts

City of Round Rock Texas - (2012) Financials, Payroll/HR

City of San Marcos Texas - (2013) Financials, Payroll /HR

City of Allen Texas – (2014) Financials, Payroll/HR, Utility Billing, EnerGov Permitting/Code

City of Rowlett Texas – (2014) Financials, Payroll/HR, Utility Billing, EnerGov Permitting/Code

City of College Station Texas – (2014) Financials, Payroll/HR, Utility Billing

City of Wichita Falls Texas – (2014) Utility Billing, (2017) Financials, Payroll/HR

City of Midland Texas - (2014) Financials, Payroll, EnerGov Permitting/Code

Town of Addison Texas - (2015) Financials, Payroll, and EnerGov Permitting

City of Waco Texas – (2015) Financials, Payroll, Utility Billing and EnerGov Permitting/Code

City of League City – (2015) Financials, Payroll, Utility Billing and EnerGov Permitting/Code

City of Amarillo – 2016 Utility Billing, EnerGov

City of Farmers Branch – (2017) Financials, Payroll, EnerGov Permitting/Code, Utility Billing

City of Odessa – (2017) Financials, Payroll, Utility Billing



City of Coppell – (2017) Financials, Payroll, Utility Billing, EnerGov Permitting/Code, EAM, Executime

City of Duncanville – (2018) Financials, Payroll/HR, Executime, (2019) EAM, EnerGov Permitting Code (2020) UB

City of Irving – (2018) – Financials, Payroll/HR, Executime

City of Weatherford - (2018) - Financials, Payroll/HR, Executime, Utilities, Courts

City of North Richland Hills – (2019) Financials, Payroll/HR, Utility Billing, EAM, EnerGov Permitting/Code

City of Sugar Land-(2019) Financials, Payroll/HR, Utility Billing, EAM, Permitting and Code

City of Port Arthur – (2019) Financials, Payroll/HR/Time Keeping, Utility Billing, EAM, EnerGov Permitting/Code, Courts

City of Longview - (2019) - Financials, Payroll/HR, Utility Billing, Courts, Tyler Detect

City of Richardson – (2020) Financials, Payroll/HR/Time Keeping, Utility Billing, EAM, EnerGov Permitting/Code, Courts

City of Baytown - (2020) Utility Billing

City of Haltom City – (2020) Financials, Payroll/HR/Time Keeping, Utility Billing, Tyler 311/MyCivic Mobile

City of Desoto – (2021) – Financials, Payroll/HR/Time Keeping, Utility Billing, EAM, EnerGov Permitting/Code, Tyler 311

ii. Please describe any relevant experience working with similarly situated municipalities, including any unique factors that arise during the implementation process.

Coordinating resources, having multiple training rooms available if phases overlap, ensuring project activities are being completed and project objectives met is an important part to keeping projects on schedule. Having strong leadership and a core team that serve as project champions of change is equally important.

Tyler works to turn these common barriers or challenges into successful implementations primarily through proper planning. Tyler brings years of experience to these planning sessions. We listen to clients and ask important questions related to setup and processing in each area along with making relevant and thoughtful recommendations geared toward meeting the organization's goals.

In 2017, Tyler's ERP implementation team made a strategic decision to divide its regions into smaller, more manageable geographic regions. One of the most compelling reasons for this change was to enable our Implementation staff to focus on a small group of states and be the experts in those areas, rather than having teams that span larger areas of states with a more limited understanding of a particular state's specific needs. This allows us to deliver better, more personalized service to the clients within each region so as Tyler continues to grow, our clients are less impacted. Doing this has



allowed us to develop better processes and analyze lessons learned in a better way, while disseminating these lessons to future Texas projects with multiple entities. This allows, over time, for challenges from past clients to be mitigated for future clients.

One of the geographic regions is the Southwest which includes Texas, New Mexico, and Oklahoma. This region is made of 19 implementation consultants, 15 of which live within Texas and work almost exclusively on Texas municipal ERP implementation projects.

iii. Identify two recent project implementations that are most comparable to the City's proposed implementation, and provide a project profile for each, including: scope of modules; project duration; any unique requirements or circumstances that were a part of, or came up during, the project; the legacy system converted from; etc.

Tyler is currently working on 10 implementations in Texas municipalities and has implemented an additional 6 in the past few years. Below are two recent implementations that are most comparable to the City's proposed implementation.

Client:	City of Weatherford, TX
Legacy System:	Incode
Project Phases:	Financials: January 2019 - January 2020
	HCM: January 2020 – January 2021
	UB: Jan 2020 – Oct 2021 *In Progress
Project Total Duration:	33 months
Project Vendor Resources & Associated	Pete Thibideau, Project Manager, Jan 2019 – Jan 2020
Phases:	Bobbi Davis, Project Manager, Jan 2020 – Jan 2021
	Jen Paramore, Project Manager, Jan 2020 – Oct 2021
	Cinzia Ballou, Financials Consultant Jan 2019 - Jan 2020
	LeVonne Badger, Financials Consultant Jan 2019 - Jan 2020
	Aaron Villa, HCM Consultant January 2020 – January 2021
	David Cole, HCM Consultant January 2020 – January 2021
	Miranda Owen, HCM Consultant January 2020 – January 2021
	Helmet Mair, UB Consultant Jan 2020 – October 2021
Site Contacts:	Austin Nichols, Business Analyst anichols@weatherfordtx.gov ; 817.598.4274



Scope of Modules:	Full Financials Suite including Accounts Payable, Purchasing, Budgeting, Capital Assets, CAFR, General Billing, Tyler Cashiering, Contract Management and Project & Grant Accounting; Payroll w/ ESS, Executime, HR & Talent Mgt; Utility Billing
Successes	Project strictly adhered to Tyler's proven Implementation Methodology. Go-Live Delivered on Schedule and Under Budget
	Reduction on City's reliance on outdated technology and paper-based processes
	Addressed gaps in legacy system processes.
	Automated Workflow
	Robust Role-Based Security
Risks/Challenges	Covid19 Pandemic forced the implementation to be 100% virtual for Phases 2 and 3.
Unique requirements:	Migration from Tyler Incode to Tyler Munis

Client:	City of Coppell, TX
Legacy System:	New World ERP
Project Phases:	Financials: January 2018 – March 2019
	HCM: Feb 2019 – June 2020
	UB: October 2020 – January 2022 *In Progress
Project Total Duration:	48 months
Project Vendor Resources & Associated	Stephanie Shannon, Project Manager, Financials & HCM
Phases:	Jan 2018- June 2020
	Rhonda Marland, Project Manager, UB
	Michael Smith, Financials Consultant
	LeVonne Badger, Financials Consultant
	Aaron Villa, HCM Consultant
	Sam Beverly, UB Consultant



Site Contacts:	Andy Bhatnagar, Project Manager <u>Abhatnagar@coppelltx.gov</u>
Scope of Modules:	Full Financials Suite including Accounts Payable, Purchasing, Budgeting, Capital Assets, General Billing, Contract Management and Project & Grant Accounting; Payroll w/ ESS, HR & Talent Mgt, and Risk Mgt; Utility Billing
Successes	Fully integrated system with open integration to other City applications including Tyler solutions such as Executime and EnerGov Community Development
	Intelligent Dashboards/Hubs to provide real-time and relevant information to users.
	Streamlined processes and workflows for Procurement, Contracting, Invoicing, Billing, Time Entry, Personnel Actions and more
	Enhanced and Customized Reporting Tools
	Reduction in need to retain paper files
Risks/Challenges	Long, Methodical Phases; Long Overall Project Timeline
Unique requirements:	Robust integration requirements with other Tyler solutions such as EnerGov Community Development, Tyler Cashiering and Executime Time & Attendance Enhanced Testing Requirements
Unique State or Entity Specific Requirements:	Progressive client wanting to be on latest release and use advanced functionality



iv. Please describe implementation barriers or challenges that have been experienced working within Texas on implementations. What proactive steps are planned in this proposed project to mitigate against similar challenges?

BARRIERS & CHALLENGES

Tyler's implementation process demonstrates our long-term commitment to our Texas clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services, and support to you. The City of Mansfield benefits from the fact that we perform our own implementations and know our software better than anyone with a heightened presence in Texas. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Munis products in over 1,980 cities, counties and schools including dozens in recent years in Texas. Typically, the largest project risks that we see inherent in an undertaking of this size result from the following:

- 1. Lack of enough change management In every project, there are people and departments that are resistant to the change needed to fully utilize a new system. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan will be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by communicating management's commitment to the project, establishing clear internal expectations for the staff, supporting change management efforts, enforcing changed business practices, and holding resources accountable for completion of tasks necessary for project deadlines.
- 2. Failure to secure full project buy-in Transforming an organization and implementing a new software solution is a commitment that requires full buy-in from all levels of the Health Department. Making sure that the stakeholders understand the need for the solution and value the vendor selection as the best partner is critical in moving forward successfully. Having one or two departments determine mid-implementation that a 'best of breed' purchase for their specific needs is more important than the overriding benefits from the selected, fully integrated ERP solution can derail the project and cause goals to be missed.
- 3. Failure to right-size project resources and timeline Let's face it, no one wants projects to last multiple years or to require extended periods of time when staff are required to perform at heavier than usual levels. The fact of the matter is that this is a significant investment, and the activities should result in significant process change and improvement. Rushing through this process, while seeming advantageous upfront, has real costs long term. Investing in the project once and doing it right will ultimately save the Health Department money, time, and productivity.

Part of our plan to minimize risk and maximize the benefits of a Tyler implementation is to communicate and document decisions thoroughly during the planning stage of the project. Developing a Risk Management Plan, Communication Management Plan, and an active and visible Risk Register will all be part of the overall Project Plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk and describe what will be done in the case of a risk occurring, including how to



compensate for the change. Communication and planning can help to prepare for risks and minimize the impact they have on the overall implementation.

Tyler can address the lack of documentation by assisting the City in downloading documentation, from our extensive document library, that the City can customize to meet internal policies and procedures and utilize for training. We are addressing the risk of poor training through an extensive Implementation Support leading up to go-live and post go-live.

In a recent Texas municipal implementation, a lesson learned can be utilized as a potential challenge and risk for our future clients. Our client was successful in implementing Phase 1 - Financials because of a strong and active central project team, with staff who knew when it was appropriate to involve core and end users. Additionally, the team dedicated resources to identify risk and risk management, maintaining schedule, reconciliation of services and identifying solutions for gaps and policy vs. policies discussions, and would recommend the same if feasible.

v. What sets the product(s) and services that your firm proposes apart from competitors' products and services? Why should the City select your firm to partner with?

Tyler Technologies is the largest company exclusively focused on providing software and services to Public Sector agencies including Cities, Counties, Special Districts, and Authorities. This dedication is at the core of our vision to build, implement, and support software solutions designed for the unique accounting and reporting needs of Public Sector agencies. Using leading market proven technology and with regular input and participation from our customers, we deliver COTS software solutions you can configure, removing the need to absorb the on-going costs and customizations often required by System Integrators, Tier 1 solutions, and vendors that are not vertically integrated solution providers. This business model delivers rapid ROI and manageable, suitable cost of ownership you can confidently use to demonstrate fiscal responsibility to your constituents.

How Do We Deliver ROI?

Tyler believes that our customers should be customers for life, and our Evergreen Software Development philosophy was designed with this goal in mind. For no additional cost beyond regular annual support, the city will be provided all future versions of Munis in addition to unlimited use of our in-house support department. As technology changes and additional functionality are developed, Tyler will provide these features to your team through regular updates and upgrades; the city can stay current on the product, leverage all new enhancements and features, all without any additional cost or the upheaval common with major upgrades. ROI would also increase significantly for the city if the Munis FMS platform is selected as it would enable a completely integrated system driving benefits in efficiency, reporting, and system adoption. This means never having to procure and implement an organization-wide ERP again. The Evergreen approach to software development is a big reason why Tyler has more than 5,500 Munis clients and a 98% customer retention rate.

Dedicated Professional Services & Implementation

Tyler Technologies is a full-service software company. As such, the city will benefit from a complete partnership that fulfils the needs of the many aspects of this project. In business since 1966 and dedicated to providing software exclusively for Public Sector agencies for the past 40 years, Tyler is a



proven expert in technology with in-depth project management and business consulting expertise. Our professional services teams -100% U.S. based direct Tyler employees - will work with the city through every part of the proposed solution to ensure it achieves the desired objective. The following are examples of the services we are proposing:

- Project Management for the complete duration of the project
- Data Conversion assistance to ensure critical data and account histories are brought over
- Workflow Configuration and User Training with highly experienced Tyler Application Specialists

Consider the viability of your selected vendor. Tyler' balance sheet has never been stronger, even during the pandemic of 2020. All Tyler revenue comes from the public sector. It is our exclusive focus. The Munis software is Tyler's flagship product; not a decision is made at Tyler where the implications upon the Munis business is not extensively considered. Year after year about 90 cities, counties, and K12 school districts of all sizes select and contract for Munis. Our client retention rate of Munis customers is 98%

This historical and current success enables Tyler to hire and retain staff, enhance software and services, and acquire complementary products and companies as we believe will increase the value of our software solution. It is this focus, stability, and success that makes Tyler's Munis software system the best total solution available to the City of Mansfield.

vi. Please describe implementation barriers or challenges that have been experienced working on implementations fully remotely during COVID-19. What proactive steps are planned in this proposed project to mitigate against similar challenges?

BARRIERS & CHALLENGES

Tyler's implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services, and support to you. The City of Mansfield benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Munis products in over 1,980 cities, counties and schools. Our experience includes working with more than 220 special district clients. Typically, the largest project risks that we see inherent in an undertaking of this size result from the following:

1. Lack of enough change management - In every project, there are people and departments that are resistant to the change needed to fully utilize a new system. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan will be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by communicating management's commitment to the project, establishing clear internal expectations for the staff, supporting change management efforts, enforcing changed business practices, and holding resources accountable for completion of tasks necessary for project deadlines.



- 2. Failure to secure full project buy-in Transforming an organization and implementing a new software solution is a commitment that requires full buy-in from all levels of the Health Department. Making sure that the stakeholders understand the need for the solution and value the vendor selection as the best partner is critical in moving forward successfully. Having one or two departments determine mid-implementation that a 'best of breed' purchase for their specific needs is more important than the overriding benefits from the selected, fully integrated ERP solution can derail the project and cause goals to be missed.
- 3. Failure to right-size project resources and timeline Let's face it, no one wants projects to last multiple years or to require extended periods of time when staff are required to perform at heavier than usual levels. The fact of the matter is that this is a significant investment, and the activities should result in significant process change and improvement. Rushing through this process, while seeming advantageous upfront, has real costs long term. Investing in the project once and doing it right will ultimately save the Health Department money, time, and productivity.

Part of our plan to minimize risk and maximize the benefits of a Tyler implementation is to communicate and document decisions thoroughly during the planning stage of the project. Developing a Risk Management Plan, Communication Management Plan, and an active and visible Risk Register will all be part of the overall Project Plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk and describe what will be done in the case of a risk occurring, including how to compensate for the change. Communication and planning can help to prepare for risks and minimize the impact they have on the overall implementation.

Tyler can address the lack of documentation by assisting the City in downloading documentation, from our extensive document library, that the City can customize to meet internal policies and procedures and utilize for training. We are addressing the risk of poor training through an extensive Implementation Support leading up to go-live and post go-live.

In a recent Health Department implementation, a lesson learned can be utilized as a potential challenge and risk for our further Health Department clients. Our client was successful in implementing Phase 1 - Financials because of a strong and active central project team, with staff who knew when it was appropriate to involve core and end users. Additionally, the team dedicated resources to identify risk and risk management, maintaining schedule, reconciliation of services and identifying solutions for gaps and policy vs. policies discussions, and would recommend the same if feasible.

Remote During Covid-19

Tyler has a long-standing track record of delivering trainings virtually. Tyler utilizes Teams for our meetings. Tyler has developed a series of internal Tyler staff trainings to fully leverage the functions and features of Teams to ensure that staff comprehension is being monitored and to assist trainees navigating through the system. Among some of the methods being utilized, implementation consultants (ICs) regularly assign roles at the outset of classes to attendees to scribe, serve as timekeepers, track questions etc. Additionally, there are designated activities within sessions to help make sure the clients are



engaging and getting the experience in the system needed for successful knowledge transfer. Each participant will be expected to have a computer and be able to complete certain components of the designated activities before moving forward. The ICs will be able to track participant's completion of activities. Following completion, ICs will explain the different components of the activities in real time. Tyler is encouraging the use of Microsoft Whiteboard with Teams to help ICs better explain key concepts and work out certain aspects of setup with participants.

ICs also review the agenda at the start of each session and outline objectives. ICs are encouraged to ask participants to review key take-aways from the prior lessons, review outstanding items and completed items from the last session, and solicit from participants what they are most excited and nervous about during training. Tyler ICs regularly check-in with participants throughout the day with small quizzes, questions, review of notes and lessons learned from each section of the day. ICs also regularly switch off 'drivers' for the session to have each trainee take a turn at navigating through the system on screen. At the end of the day, time is provided to review key objectives, learnings and take aways from the day. Participants are given time with ICs for the last 15 to 30 minutes of the session to receive additional assistance or help.

vii. While there are not any specific targets set for participation on this opportunity, the City is interested to understand if your firm, or any of your partners proposed, are either HUB or MWBE vendors. Please provide any relevant information, including documentation.

Not applicable.

V. USE OF SUBCONTRACTORS

 The Proposer shall identify any of the required Services that are proposed to be subcontracted, if any. This table is to be copied and filled out for each proposed subcontractor.

Table 1-03: Subcontractor Questions

Question	Response
Does your firm complete the implementations of the product being proposed or is this effort outsourced?	Tyler does not hire third party companies for our implementations for our own solutions. Tyler staff implement Tyler products. Tyler is 100% public sector focused and our employees develop, implement and support more than 1,980 Munis public sector clients.
Has or will any portion of the proposed work be completed by subcontractors or contract employees?	Tyler staff implement our projects.
This below portion of the table is to be copied and	d filled out for each proposed subcontractor.
Name of subcontractor and address	Not applicable
Summary of Service and estimated percentage of Work the subcontractor will be providing.	Not applicable



Question	Response	
Reasons for subcontracting	Not applicable	
Experience	Not applicable	
Detailed subcontractor responsibilities	Not applicable	
Previous history of projects using the named subcontractor	Not applicable	
Any additional relevant information	Not applicable	

The City reserves the right to request a copy of the prime contractor/subcontractor contract verifying the prime contractor has the sole responsibility for any and all Services under this RFP and is financially liable, without exception, to the City for all Services contracted by the Proposer and the subcontractor under this RFP.

The City reserves the right to request additional information regarding the subcontractor(s) as it relates to references, history of the firm, and other relative information that has been required of the Proposer to submit in this RFP.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City.

ii. By signature (electronically or via ink) below on the Certification of Subcontractors/Partners, the Proposer and the Subcontractor/Partner certify that the Proposer has received the permission of the third-party to include the scope of software and services under the cover of the submitted proposal.

Table 1-04: Certification of Subcontractors/Partners

Entity	Company Name	Representative Name	Title	Telephone Number	Email Address
Proposer	Tyler Technologies	<u>David Carll</u>	Senior Sales Executive	800-772-2260	David.regnery@tylertech.com
Partner/Third-party software provider					
Partner/Third-party software provider					

Respondents are instructed to	return a copy	of this Certification	table signed	by an authorized
firm agent as part of proposal	responses.			

Rob Kennedy-Jensen, Director of Contracts

Attachment A - Tab 1

Page 18 of 144

ERP Solution and Implementation Services



VI. ACKNOWLEDGEMENT OF ADDENDUMS:

Addenda: Proposer shall acknowledge below the receipt of any addendum posted to the City website.

ADDENDUM NO. DATE ISSUED

Addendum 1 June 8, 2021

Addendum 2 June 14, 2021



Addenda No. 2 - Posted June 14, 2021

Request for Proposals for an Enterprise Resource Planning (ERP) Software Systems Environment

Deadline for Vendor Questions: Wednesday, June 9, 2021 at 5:00 PM CST Deadline for Proposal Submissions: Tuesday, June 22, 2021, 4:00 PM CST

Questions and answers received by the City following the Pre-Proposal Vendor Teleconference, are provided below.

1. On page 15 Table 4: Functional Area Statistics, the City has identified 22,919 (AMI/ AMR) meters, can you provide the breakdown of AMI and AMR meters?

City Response: Meter counts have increased since last reported. The current breakdown is 5,792 AMR and 18,032 AMI meters.

2. On page 20 Table 5 Number of Users, Utility billing has identified 8 Departmental core/power users and 4 Customer department users. For Utility Billing would 12 concurrent licenses suffice?

City Response: Yes, 12 would be the minimum number of users in UB.

3. Can you please provide a full list of all the integrations that would be required for a utility billing system?

City Response:

- ERP
 - Send: The UB system should send payment information to the ERP system.
- Logicon Versaterm
 - Send: The UB system should send new account or account status changes
 - Receive: The UB system should receive meter read data
- Masterlink, vehicle reading system
 - o Send: The UB system should send new account or account status changes
 - o Receive: The UB system should receive meter read data

WaterSmart

 Send: The UB system should send utilities consumption information and data to WaterSmart for data analytics

• City GIS (Esri ArcGIS)

- Send: The UB system should send address and property ownership information to GIS
- Receive: The UB system should receive address and property ownership information to GIS

Paymentus

- Send: The UB system should send customer data
- o Receive: The UB system should receive daily online payments

Please respond to the newly added interfaces and data conversion item in the revised Attachment B.

4. On page 22 Table 7, there is a reference to Crystal Reports in the Additional Software section. How are you using Crystal reports today?

City Response: The Mansfield Police Department uses Crystal Reports, but there is no interface requirement with the ERP system.

5. How does the City use the JP Morgan Access program for, what does it do?

City Response: This is the online banking platform for the City's depository. It is used to track balances and record incoming and outgoing payment transaction.

6. Which document management system does the utility billing system use, we see Laserfiche and PowerDMS identified as the Document management system?

City Response: STW (OpenGov) houses all documents for the UB department.

7. Are you interested in replacing WaterSmart. Would you be interested in seeing other solutions?

City Response: The City implemented WaterSmart in January 2018 with an initial 5-year agreement. No decisions have been made to replace WaterSmart. An interface with WaterSmart or a like portal will be necessary. The City would be interested in understanding the ability of proposed systems to interface with WaterSmart in a future environment. Currently, the STW system does not interface with WaterSmart.

8. What kind of integration would you like with WaterSmart, what capabilities is the utility interested in having.

City Response: Please see the response to question 7 above.

9. Attachment B, Tab 16. Interfaces does not include the WaterSmart Customer Engagement Platform as a Potential Interface. Does the City desire to have an interface with WaterSmart such that Mansfield customers could also view and pay their bills from within WaterSmart?

City Response: Please see the response to question 7 above.

10. On Tab 5 In Attachment A, the City anticipates implementation activities to begin in the first quarter of 2022. When would you like to see the utility billing system being rolled out? Is there a target go-live date for the utility billing system?

City Response: The City appreciates that the timing of the utility billing functionality phase being implemented may be driven by whether the City selects a single software provider, or selects a standalone utility billing solution. The City would expect that the phasing of utility billing would, at minimum, be staggered by 1-2 quarters to begin following the start of implementing financial modules to allow for the definition of a new chart of accounts against which a utility billing solution could then be mapped back to.

11. Thank you for providing the A/R and Cashiering users. Could the City break that down and provide us with the total number of users that would be accessing just the Cashiering module, including supervisors? Read-Only users are no charge, so please do not include those.

City Response: There are currently 4 UB cashier users.

12. Outside a real-time integration with the Financial A/R system and Utility Billing, for the integration of remaining applications for cashiering/receipting purposes is it the intent of the City to (1) have a batch integration (ex. End of day) for pulling payment information in or (2) have the new cashiering solution record transactional receipts and have a real-time bi-directional interface to those applications. Please note for the requested interface applications.

City Response:

Emergicon Ambulance Billing	Batch integration
Active Net	Batch integration
Incode Court	Batch integration
MyGov Permitting	Batch integration
Remit Plus Lockbox	Transactional/real-time
Other applications not listed	Depends on the application

13. Would the City like POS equipment to be included in the RFP response (receipt printers, scanners, cash drawers, check imaging/MICR devices, encrypted credit card swipe and EMV/chip/tap-to-pay devices).

City Response: The City would like to receive information related to any POS equipment for evaluation, however, please provide any pricing as optional and with a quantity of one (1) for each applicable line item.

14. Would you like the POS/Cashiering solution to also have the option to accept online payments? Please note which applications you would like to have included in this option.

City Response: Yes. This applies to all applications that take payment.

15. Would the City like the cashiering solution to create an Image Cash Letter (ICL) with scanned checks for deposit and send to your bank? If so, what bank would be used for the ICL destination?

City Response: Yes; JP Morgan Chase

16. Does the City have a multi-check scanning process in place for recording checks and bills/invoices in batch? If not, should this be included in the response? What is the annual volume that the City would scan using this process?

City Response: Utility Billing uses Remit Plus, and there were approximately 26,206 payments processed in 2020. Permitting also uses this process; the volume has likely decreased due to COVID.

17. Does the City have scenarios where different departments/agencies need to submit end of day receipt summary information? If so, would the City like to automate that?

City Response: Yes. The City is open to the possibility of automation.

18. What is the actual number of locations the City has Utility accounts that are active and the number that are inactive?

City Response: There are currently 208 active and 22 inactive City accounts.

19. What is the budget range for the current project's implementation cost and annual cost?

City Response: The City has performed internal, initial budget planning related to the one-time and recurring costs for the project. The City will not be sharing this information at this time, as it is recognized that there may be varying costs based on deployment model (e.g. recurring subscription costs as compared to one-time licensing/annual maintenance costs) as well as differing costs based on the selection of proposers of subsets, partnerships, or an end-to-end vendor.

20. What is the breakdown of the Customer type, Residential and C&I?

City Response: 20,113 residential accounts; 764 commercial accounts as of end of calendar year 2020.

21. How many users for Mobile Field Service related to Service Orders generated out of the CIS/Utility Billing System?

City Response: A minimum of 20 users.

22. Often the CIS/Utility Billing solution will also be used to manage a Backflow/Cross Connection program. Does the City currently have an application to manage their backflow program? If not, are you interested in optional information to manage Backflow within the Utility platform?

City Response: The City currently uses an outside vendor, VEPO Solutions, for managing the backflow program.

23. What type of Meters are currently being used? There was a requirement related to interval data, is the City currently using AMI meters?

City Response: The City uses a combination of handheld devices and Automated Meter Reading (AMR), supported by Logicon Versaterm and MasterLink vehicle reading systems to carry out the meter reading process

24. Does the City want a Utility Customer Engagement Portal along with the CIS or is it your intention for the CIS/Utility Billing Solution to integrate with WaterSmart?

City Response: Please see the response to question 7 above.

25. Does the Utility Billing/CIS solution need to interface with Laserfiche or is inherent Document Storage capabilities sufficient?

City Response: Utility Billing does not currently use Laserfiche.

26. Does the City currently print bills in-house? If not, which vendor is the external Bill Print & Mail vendor?

City Response: The City uses STW to generate electronic statements and uses the third-party vendor, DataProse for bill print and mail.

27. Does the City or current CIS provider manage the Bill Template or is that managed by the Bill Print & Mail Vendor?

City Response: Please see the response to question 26 above.

28. Does the City want the CIS vendor to create a new Bill Template as part of this project or is it the intention to send a file export to the Print & Mail vendor?

City Response: Yes, the City would like to modify the bill template while still utilizing a file export to the print vendor.

29. Can Mansfield please provide detail the GASB reporting needs are per Requirements FA.26 (row 36) and FA.79 (row 91) (tab Fixed Assets) as well as GL.31 (tab GL & Fin Rpt, row 40) under Mansfield's Attachment B? My assumption is that you require Fund Accounting with P&L and Balance sheet reporting, but I would just like to confirm.

City Response: The City uses fund accounting with P&L and Balance Sheet reporting and has business-type enterprises that require full GAAP accounting and reporting.

30. Attachment A, Tab 10: Does the City have a preference on what kind of training approach is used? For example, End User training versus Train-the-Trainer?

City Response: The City does not have a preference and is open to the vendor's proposal.

31. Attachment A, Section III: How long does the City request for post go-live and post go-live support?

City Response: The City is interested to understand the standard levels of services support from implementation staff that are offered following a go-live process. The City would generally expect 2-4 weeks support post-live from implementation staff. This may also include any support that is offered to support the City's first time executing cycle processes in the 12 months following go-live (e.g. end of year tax processing, quarter close, fiscal year close). If there are optional post-live support

services, or services offered on a time & materials basis, please feel free to identify these in your proposal response for consideration as well.

32. Attachment A, Tab 1: Do the signatures requested in Attachment A need to be in ink for the 'Original' copy?

City Response: Yes.

33. Attachment A, Tab 1: For the City's Required Forms, do we need to provide a Certificate of Insurance (COI) for each subcontractor?

City Response: Yes.

34. Attachment A, Tab 7: We did not find any specifics on a CIS conversion in Attachment B. Does the City have a legacy CIS they wish to have data converted from, and if so, how many years? Does the City have specific requirements on data conversion for utility billing?

City Response: The City uses STW's utility billing module and would like to convert active customer accounts and three years of historical data into the new CIS.

35. Would the City consider a one week extension to allow for additional questions to be submitted?

City Response: The City will not consider an extension.

36. Would the City consider a one week extension on the proposal submittal date?

City Response: The City will not consider an extension.

SIGNATURE Rob Kennedy-Jensen,	, Director of Contracts	
Tyler Technologies, Inc.	6/17/21	
COMPANY	DATE	



Addenda No. 1 - Posted June 8, 2021

Request for Proposals for an Enterprise Resource Planning (ERP) Software Systems Environment

Deadline for Vendor Questions: Wednesday, June 9, 2021 at 5:00 PM CST Deadline for Proposal Submissions: Tuesday, June 22, 2021, 4:00 PM CST

A Pre-Proposal Vendor Teleconference was held on May 28, 2021 at 09:00 a.m. CT. The Pre-Proposal Teleconference was facilitated by the City and the City's consulting partner, BerryDunn, and included participation by numerous City staff. Attendance at the Pre-Proposal Vendor Teleconference was **not** mandatory.

The following vendors identified themselves as being in attendance on the phone:

- ADP (Amanda and Marlo Robertson)
- Advanced Utilities (Ryan Chambers and Luxman Rajakanthan)
- Can/AM Technologies (Scott Stickel)
- Central Square Technologies (Lauren Hoffman and Donna Kent)
- Ceridian (Scott Davis)
- Cyber Tech (Kevin Mitchell)
- EKI-Digital (Adam Haus)
- Enterprise Solutions Consulting (Valerie Ross)
- iKW (Paul McNulty and Prabhu Subramanian)

- NeoGov (Joseph Hiraldo)
- Northstar Utilities (Jared Brandon)
- Oracle (Vin Morisco and Eric Siebels)
- Origin Utility (Joseph Canterino and Caitlin McReynolds)
- SAP (Tyler Dolan)
- SpryPoint (Evan Hawley)
- Tyler Technologies (David Carll and Craig Dixon)
- Ultimate Kronos Group (Rachael Fitzpatrick)
- Utegration (Jared Ray)
- VertexOne (Michelle Camp)

The call included a brief introduction and welcoming remarks from BerryDunn. Next, the City provided an introduction to the City participants on the line and discussed the overall background of the project as well as the City's demographics. The City highlighted that it is well positioned for future population growth, however in the current environment the City operates with a very lean staffing model. The City reiterated that it is open to considering all deployment models being proposed. The City identified that the core focus of this RFP opportunity relates to financial management, human capital management, and utility billing/customer information systems management. As part of this process, the City wishes to understand if proposed solutions offer the ability to support community development (e.g. permitting, planning, code) and asset management/work order functionality, however this is not a part of the core scope of the proposals which will be evaluated. The City intends to develop a separate RFP opportunity to evaluate community development and asset management/work order functionality. Through this RFP opportunity, the City is willing to consider proposers of subsets of functionality (e.g. just financial management and

human capital management, or, just utility billing/customer information systems) though the City seeks overall to limit the number of future software solutions used in a future systems environment. Following the City introduction and background, the RFP schedule of events and submittal requirements were reviewed, and vendors were offered the opportunity to ask questions of the City.

Questions and answers received by the City, including those asked before and during the Pre-Proposal Vendor Teleconference, are provided below.

1. Is the City open to evaluate best-of-breed solutions?

City Response: The City will be entertaining standalone proposals that address subsets of functionality, however, the City does encourage vendors that offer specific subsets of functionality to partner with other vendors to present a more complete offering to address a full suite of functionality. The City has a preference for end to end solutions or proposals, as compared to best of breed submittals.

2. As it relates to Attachment B, should the subcontractors/partners complete the general and technical portion of the general and technical requirements tab (Tab 1)?

City Response: This would depend on the nature and level of involvement of the subcontractor and/or partner, but generally, yes. Any partnerships that are brought to the table are requested to have each proposing software vendor complete the general and technical tab of the requirements, and the data conversion and interfaces tabs, in addition to any functional-area specific tabs.

3. Is City able to confirm the difference between core power users and department users identified in Table 05 of the RFP?

City Response: Immediately preceding Table 05 in the RFP the City has provided definitions for each user grouping. Beyond this, as a representative example the City's Finance Department consists of six staff members dedicated to functions related to finance, purchasing, and budgeting who will use the system on a daily basis. Those staff members are to be considered core power users. Human Resources (four staff members) and Utility Billing personnel (seven staff members) would also be considered power users. Department users on the other hand, mainly use the current system to enter budget requests yearly and have read-only access to the system. The City is open to adjusting this in the future environment.

4. As it relates to utility billing functionality, is the City able to confirm if backflow management is in scope?

City Response: Backflow management is not in scope.

5. Is the City interested in having the future utility billing system interface with WaterSmart?

City Response: The City would be interested in understanding the ability of proposed systems to interface with WaterSmart in a future environment. Currently, the STW system does not interface with WaterSmart. Please see also the response to question 6 below.

6. How long has the City used WaterSmart and does the City intend on replacing WaterSmart?

City Response: The City implemented WaterSmart in January 2018 with an initial 5-year agreement. No decisions have been made to replace WaterSmart. An interface with WaterSmart or a like portal will be necessary.

7. As it relates to section 5.18 of the RFP specifications document, will the City consider proposals with offshore resources?

City Response: The City prefers customer support and technical support services to be in the United States.

8. The company I represent has many offshore resources. We use U.S. based data centers and have several U.S. employees, but if we have offshore (Indian and European) employees work on this project, does that violate this clause?

City Response: Please see the response to question 7 in this addenda.

9. There is a section that references "data must be stored and processed in the U.S.". Since our firm has resources global, does this mean we aren't able to use offshore employees?

City Response: Please see the response to question 7 in this addenda.

10. What is the City's breakdown of residential and commercial accounts?

City Response: 20,113 residential accounts; 764 commercial accounts as of end of calendar year 2020.

11. What is the average residential bill amount?

City Response: \$110.25, which includes all charges for water, sewer, drainage, and garbage.

12. What is the average commercial bill amount?

City Response: \$612.69, and includes all charges listed above.

13. Would the City consider replacing Paymentus? Should we list our pricing for our products as optional? If so, can I get a chart/sheet indicating volume of transactions per type of transaction? Please let me know if you have questions about this questions.

City Response: The City is open to replacing Paymentus if there is a cost effective solution from the provider proposing a new solution. The City is unable to provide a chart of transactions at this time.

14. Is the City interested in replacing MyGov? Should we propose our system as optional?

City Response: This will be considered under a separate RFP process. The City is interested to understand at a high-level if proposed systems offer this type of functionality through this RFP, on an informational basis only.

15. Is there an integration wanted to MyGov? I did not see on the integrations tab

City Response: Yes, there will be a temporary integration need to MyGov until the City selects and implements a new permitting system.

Receive: The ERP System should receive permit/inspection/plan application/code enforcement fee payment receipt information from the permitting system.

Send: The ERP System should send refund information back to the permitting system for processing.

16. Does the City want an Inventory/Warehouse application? If not, how are they storing and tracking products now and do we need to integrate to those?

City Response: Some City departments use MyGov, while others track smaller inventories on a spreadsheet.

17. Does it allow for a "best of breed" approach where we could submit ERP+CIS or just CIS alone?

City Response: Yes.

18. From a very cursory look over the RFP it does not look like this RFP has to do with GIS, Work Order/Asset Management or Permitting. Can you confirm.

City Response: That is correct – this RFP does not include Work Order/Asset Management or Permitting in-scope. The City is interested, on an informational basis only, if proposed systems support this functionality, however the City intends to issue a separate RFP for that scope. It is expected that the RFP will be released in late summer or early fall.

19. What is the dollar figure amount associated with the "prevailing wage"?

City Response: The City would recommend using the following website as reference:

https://sam.gov/wage-determination/2015-5231/17

1/1

20. What is the current relationship with OpenGov? Did they help write the current RFP?

City Response: The City has made OpenGov aware of its intention to replace the STW system. OpenGov was not involved in the development of the request for proposal.

21. Are vendors permitted to submit as a partner or sub-contractor on one or more proposals, and also submit a standalone proposal?

City Response: Yes. Respondents are instructed to return a copy of this addenda form signed by an authorized firm agent as part of proposal responses.

SIGNATURE Rob Kennedy-Jensen, Di	rector of Contracts
Tyler Technologies, Inc.	62/17/21
COMPANY	DATE



VII. City Required Forms

ı.	nouse bill of verification	

I, Rob Kennedy-Jensen, Director of Contracts, the undersigned representative of (Individual Name)

Tyler Technologies, Inc.

(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

- "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 Israel-controlled territory, but does not include an action made for ordinary
 business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE

Rob Kennedy-Jensen, Director of Contracts

PRINTED NAME OF COMPANY REPRESENTATIVE

Date: 6/17/21

Attachment A - Tab 1

Page 20 of 144

ERP Solution and Implementation Services



ii. SENATE BILL 252 CERTIFICATION - NOT APPLICABLE

On this date, I,, an employee Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.153, certify that I did review the website of the Comptroller of the concerning the listing of companies that is identified under Section 8 Section 2253.253, and I have ascertained that the below-named consaid listing of companies which do business with Iran, Sudan or any Organization.	n 2252.152 and Section the State of Texas 306.052, Section 807.051 or mpany is not contained on
COMPANY NAME	_
CONTRACT NUMBER	_
CERTIFICATION CHECK PERFORMED BY:	
EMPLOYEE SIGNATURE	_
PRINTED NAME OF EMPLOYEE	_
Date:	_
PRINTED NAME OF EMPLOYEE Date:	_



Certificate of Insurance iii.

s, at the date of this certificate, insure hereinafter described, for the type of ir	A echnologie (d by this Co	s, Inc., 5101 Name and a	Tennyson F	 Pkwy, Plano, TX 75024
PROJECT NUMBER:N/ THIS IS TO CERTIFY THATTyler The state of this certificate, insure the the serious for the type of insure the serious for the type of type of the type of type of type of type of type of the type of t	A echnologie (d by this Co	s, Inc., 5101 Name and a	Tennyson F	 Pkwy, Plano, TX 75024
THIS IS TO CERTIFY THATTyler Telescope is, at the date of this certificate, insure thereinafter described, for the type of in	echnologie (d by this Co	Name and a	-	=
is, at the date of this certificate, insure hereinafter described, for the type of ir policies used by this Company (as ide	d by this Co	Name and a	-	=
hereinafter described, for the type of ir	-			sured)
standard policy noted on reverse side	ntified in SC hereof.	nd in accorda	ance with the further herei	provisions of the standard
	Policy No.	Effective	Expiration	Limits of Liability
Workers' Compensation				
Comprehensive General				Bodily Injury:
Liability Insurance				Each Occurrence: \$
(Public Liability)				Property Damage:
`				Each Occurrence: \$
Blasting				Each Occurrence: \$
Collapse of Buildings or Structures				Each Occurrence: \$
adjacent to Excavations				
Damage to Underground Utilities				Each Occurrence: \$
Builder's Risk				
				Bodily Injury:
Comprehensive Automobile Liability				Each Person: \$
·				Each Occurrence: \$
				Property Damage:
				Each Occurrence: \$
				Bodily Injury:
Contractual Liability				Each Occurrence: \$
				Property Damage:
Other				Each Occurrence: \$
Locations covered:				
Description of operations covered:	See Attac	hed		
The above policies either in the body t			endorseme	ent provide that they may not be
changed or canceled by the insurer in				
of such change or cancellation.	เอออ แเสเ IIV	e (J) uays a	itei tile ilisul	ed has received writter notice



Where applicable local laws or regulations more than five (5) days actual notice of change or cancellation to be assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Agency	Acord	
Agent	Hays Companies, Inc.	By James Hays
Address_	133 Federal St., 4 th Flr, Boston, MA 02110	Title MCROSB

^{*}See attached Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in lieu of such endorsement(s).					
PRODUCER	CONTACT NAME: Moira Crosby				
Hays Companies Inc.	PHONE FAX (A/C, No, Ext): (A/C, No):				
133 Federal Street, 4th Floor	E-MAIL ADDRESS: mcrosby@hayscompanies.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
Boston MA 02110	INSURER A: Hartford Fire Insurance Company	19682			
INSURED	INSURER B: Hartford Casualty Insurance Company 29424				
Tyler Technologies, Inc.	INSURER C: Lloyds of London Syndicates	4000 &			
5101 Tennyson Parkway	INSURER D:	9667 &			
	INSURER E: 1686				
Plano TX 75024	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 21-22 GL Auto UMB WC REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,					

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR		TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
					08UENAY8572	4/1/2021	4/1/2022	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
_		ALL OWNED SCHEDULED AUTOS AUTOS			08UENAY8572	4/1/2021	4/1/2022	BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	Х	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	25,000,000
В		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	25,000,000
		DED RETENTION \$			08XHUAZ8392	4/1/2021	4/1/2022		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER		
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	1,000,000
В	(Man	datory in NH)			08WBAK8AGK	4/1/2021	4/1/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Cyl	per/Privacy Prof Liab			B0621PTYLE000220	12/17/2020	12/17/2021	Primary Limit		\$10,000,000
С	Cyl	per/Privacy Prof Liab			B0621PTYLE000320	12/17/2020	12/17/2021	Excess Limit		\$10,000,000
DESC	RIPT	ON OF OPERATIONS / LOCATIONS / VEHICLES	S (ACC	ORD 10	1, Additional Remarks Schedule, may be atta	ached if more spa	ce is required)			

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Evidence of Insurance ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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James Hays/MCROSB

COMMENTS/REMARKS Cyber/Privacy Professional Liability Policy #B0621PTYLE001220 Effective 12/17/2020-12/17/2021 Lloyds of London Syndicates Excess Limit \$10,000,000 (Excess of Primary Cyber Policy Limit of \$10,000,000 and Excess Cyber Policy Limit of \$10,000,000)

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iv. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governme	FORMCIQ ntal entity					
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Name of person who has a business relationship with local governmental entity. None	OFFICE USE ONLY Date Received					
Check this box if you are filing an update to a previously filed question (The law requires that you file an updated completed questionnaire with the not later than the 7th business day after the date the originally filed questions inaccurate.)	e appropriate filing authority					
Name of local government officer with whom filer has employment or business	ss relationship.					
Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.						
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No						
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?						
C. Is the filer of this questionnaire employed by a corporation or other business en the local government officer serves as an officer or director, or holds an ownership						
D. Describe each employment or business relationship with the local government	t officer named in this section.					
4 Tyler has no relationship with this governmental entity						
Signature of person doing business with the governmental entity	Date					

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.









Visualize Analyze

Understand

Engage

Our Products

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

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

About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land &
 Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$64M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

Public Sector Focus

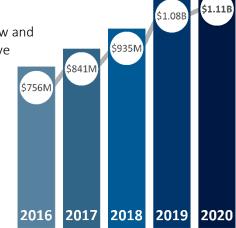
Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to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

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

Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



Industry Leadership

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

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

Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

Employer of Choice

- Forbes' "Best Employers for Diversity" (2019)
- Forbes' "Best Employers for Women" list (2018)
- Forbes' "Best Midsize Employers" list (2018)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office
- Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler's Tempe, Arizona, office on Best Places to Work list (2017)

Our Experience

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

City of Mansfield Software Solution

Tab 2 Software Solution

These tabs are to include the Proposers response as detailed in Attachment A – Proposal Response Forms, including any supplemental attachments or documents identified in Attachment A – Proposal Response Forms. Proposers are directed to Attachment A – Proposal Response Forms, which includes forms, tables, and questions that are be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2.1 Attachment A / Tab 2

Please reference Attachment A / Tab 2 on the following pages.



Tab 2 - Software Solution

I. SUMMARY DESCRIPTION OF EACH FUNCTIONAL AREA

Proposer to provide a summary description of the capabilities for each functional area contained in the RFP, in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Munis Overview

Munis is an Enterprise Resource Planning (ERP) solution designed specifically for municipal governments, schools, special districts, and authorities. It integrates and centralizes financial, purchasing, capital asset, payroll, human resources, receivable, and revenue information, thereby facilitating data management. Munis enables and empowers users to become more efficient, productive, and responsive to specific business needs by breaking down departmental silos, streamlining processes, and integrating with multiple inherent and third-party solutions including data security, transparency, and Microsoft Office.

Available through a traditional site purchase or as a cloud-based solution operating through Tyler's data centers, Munis is a dynamic system that evolves with applicable features, technology, and expanded services that meet the unique needs and requirements of the public sector to ensure our clients are never left behind. In addition to the expansive scope of public sector-oriented features and functions, Munis provides superior usability through automated workflow, mobile access, and built-in productivity tools, including guided conversations. These tools provide users with unrivaled operational efficiency, seamless real-time processing, elimination of duplicate entry, easy-to-perform tasks, and the assurance their data is secure and up to date.

Our clients get industry leading technology that is enhanced continuously through a perpetual upgrade process we refer to as our evergreen philosophy. It is a steady stream of meaningful, yet manageable, changes deployed with minimal disruption to site operations, and it requires no re-licensing fees. In other words, our clients receive the newest technologies while maintaining the integrity of the Munis core business logic. This incremental introduction of new ideas results in a product that provides users with functional innovation as well as practical application of software that is in line with their needs.

Our commitment to the total client experience means that we invest heavily in a user-centric design process. We maximize end-user productivity continually by listening to our clients and assessing what is important to their business. We involve clients in usability testing conducted by analysts certified by Human Factors International, as well as release beta testing, to ensure that Munis works the way they do.



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4518

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with UKG, Inc on Behalf of the City to Provide HRIS Software Solutions to the City

Requested Action

Approve the Resolution to Execute the Agreement.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas authorize the City Manage to Execute the Agreement.

Justification

The City of Mansfield, Texas has been utilizing the current legacy software system for well over 20 years. This software solution will provide staff with greater flexibility, reporting and opportunities to serve the employee base for years to come.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund/Water & Sewer Fund/MEDC/MPFDC/Drainage.

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH UKG, INC ON BEHALF OF THE CITY TO PROVIDE HRIS SOFTWARE SOLUTIONS TO THE CITY
WHEREAS, on December 14 th , 2020, the City Council of the City of Mansfield approved a resolution authorizing a consulting contract for ERP solution and RFP development with Berry Dunn McNeil & Parker; and,
WHEREAS staff worked with Berry Dunn McNeil & Parker to develop a request for proposal for an ERP solution; and,
WHEREAS staff has reviewed proposals and viewed software demonstrations from multiple software providers; and,
WHEREAS, based on overall evaluations from staff, the software solutions offered by UKG, Inc provides the best value for the cost.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THAT:
SECTION 1.
That the City Council of the City of Mansfield, Texas authorizes the City Manager or their designee to execute a contract with UKG, Inc on behalf of the City to provide HRIS software solutions to the City, subject to review and approval by the City Attorney.
SECTION 2.
This resolution shall be effective immediately upon adoption.
PASSED AND APPROVED THIS THE 14^{TH} DAY OF FEBRUAY, 2022.
Michael Evans, Mayor
ATTEST:

Susana Marin, City Secretary

UKG WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

City of Mansfield ("Customer") and Kronos Incorporated, a UKG company ("UKG") agree that the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Workforce Central SaaS Applications in UKG's hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the UKG infrastructure hosting such Applications.

UKG and Customer hereby further agree that UKG and/or its direct and indirect majority owned subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of UKG and/or Customer will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to "UKG" shall be references to the applicable UKG entity entering into the order, and all references in this Agreement to "Customer" shall be references to the applicable Customer entity entering into the order.

1. DEFINITIONS

- "Acceptable Use Policy" means the UKG policy describing prohibited uses of the Services as further described at: https://www.ukg.com/policies/acceptable-use
- "Agreement" means these terms and conditions and the Order Form(s).
- "Application(s)" or "SaaS Application(s)" means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.
- **"Billing Start Date"** means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.
- "Cloud Services" means those services related to Customer's cloud environment as further described at: http://www.ukg.com/products/ukg-workforce-central-cloud/cloud-guidelines
- "Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers.
- "Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.
- "Documentation" means user manuals published by UKG relating to the features and functionality of the Applications.
- "Equipment" means the UKG equipment specified on an Order Form.
- "Implementation Services" means those professional and educational services provided by UKG to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as "a la carte" services (supplemental fixed fee, fixed scope services) or "bill as you go" services (time and material services described in a Statement of Work), UKG will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: https://www.ukg.com/ukg-wfc-saas-implementation-guideline-details-flat-fee
- "Initial Term" means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Services prior to the commencement of the Initial Term.
- "UKG KnowledgePass Content"/"UKG KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.
- "Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.
- "Order Form" means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG, including without limitation the prices and fees to be paid by Customer.

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- **"Personally Identifiable Data"** means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.
- "Renewal Term" means the renewal billing term of the Services as indicated on the Order Form.
- "Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.
- "Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by UKG and Customer and set forth as "bill as you go" services on the Order Form.
- **"Supplier"** means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services. UKG may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by UKG under this Agreement.
- "Term" means the Initial Term and any Renewal Terms thereafter.
- "Training Points" has the meaning ascribed to it in Section 7.6 below.

2. TERM

- **2.1** Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.
- 2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.
- **2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.
- **2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
- **2.5** If the Agreement is terminated for any reason:
- (a) Customer shall pay UKG within thirty (30) days of such termination, all undisputed fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for Services not delivered by UKG;
- (b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
- (c) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and
- (d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.
- **2.6** Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.
- **2.7** If Customer should not appropriate or otherwise receive funds sufficient to continue the Services or any professional services delivery from UKG, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to UKG.
- **2.8** Either party has the right to terminate this Agreement if a Force Majeure Event suspends performance of a party for a period of forty-five (45) days or more.

3. FEES AND PAYMENT

3.1 Customer shall pay UKG the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, UKG KnowledgePass Education Subscription and such other UKG offerings, all as set forth on the Order Form. The Monthly Service Fees

will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). If Customer and UKG have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If UKG is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, UKG will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other UKG offerings will be invoiced upon execution of the applicable Order Form by UKG and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. All payments shall be sent to the attention of UKG as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.

- **3.2** If any undisputed amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least ten (10) days prior written notice that Customer's account is overdue before suspending Services.
- **3.3** Upon the expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount not to exceed three percent (3%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

- **4.1** Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and UKG KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.
- **4.2** Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder.
- **4.3** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.
- **4.4** Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to

comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the UKG Workforce Payroll Applications or UKG Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

- **5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.
- **5.2** Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content will comply with the Acceptable Use Policy.
- **5.3** Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy. **5.4** UKG may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

- **7.1** Implementation Services. UKG will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, UKG will create a change order for Customer's review and approval and any additional Implementation Services to be provided by UKG will be billed as delivered at the then-current UKG professional services rates. UKG's configuration of the Applications will be based on information and work flows that UKG obtains from Customer during the discovery portion of the implementation. Customer shall provide UKG with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that UKG is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation incurred by UKG in accordance with the then-current standard UKG travel and expense policies, which UKG will provide to Customer upon request. UKG shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice. UKG's then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by UKG and accessed https://www.ukg.com/centraldimensions/agreement/ProfessionalandEducationalServicesPolicy ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.
- **7.2** Additional Services. Customer may engage UKG to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.
- 7.3 Support. UKG will provide 24x7 support for the cloud infrastructure, the availability to the cloud

environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the UKG Customer Portal. As part of such support, UKG will make updates to the Services available to Customer at no charge as such updates are released generally to UKG's customers. Customer agrees that UKG may install critical security patches and infrastructure updates automatically as part of the Services. UKG's then-current Support Services Policies shall apply to all Support Services provided by UKG and may be accessed at: https://www.ukg.com/support-policies-and-services ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

- **7.4** Support Services for Equipment. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):
- (a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local UKG entity responsible for supporting the Equipment if and as such offerings are available within the UKG territory corresponding to the Equipment's location. UKG shall provide each Equipment Support Services offering as specified herein.
 - (i) <u>Depot Exchange and Depot Repair</u>. If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify UKG of such failure and UKG will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by UKG to be Equipment related shall be dispatched to a UKG Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to UKG, as reasonably determined by UKG. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to UKG's Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option Depot Exchange or Depot Repair selected by Customer on the applicable Order Form and as specified herein and in UKG's then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.
 - (ii) <u>Depot Exchange</u>. UKG will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of UKG's choice. Replacement Equipment will be shipped for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the UKG provided RMA designating the applicable UKG Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from UKG, shall package the defective Equipment in the materials provided by UKG, with the RMA supplied and promptly return failed Equipment directly to UKG.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable UKG Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, UKG shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. UKG shall ship the repaired Equipment by regular surface transportation to Customer.

- (iii) <u>Device Software Updates Only</u>. If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:
 - (A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at UKG's customer portal. Service packs for the Equipment are not installed by the UKG Depot Repair Center but are available for download at UKG's customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with UKG.; and
 - (B) Access to the UKG Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.
- (b) Warranty. UKG warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the UKG published specifications in all material respects for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, UKG shall repair or replacement of the deficient service pack(s) or firmware update(s), at UKG's option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

- (c) Responsibilities of Customer. It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to UKG in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:
 - (i) Maintain the Equipment in an environment conforming to the UKG published specifications for such Equipment;
 - (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from UKG;
 - (iii) De-install all failed Equipment and install all replacement Equipment in accordance with UKG's written installation guidelines;
 - (iv) Ensure that the Equipment is returned to UKG properly packaged; and
 - (v) Obtain an RMA before returning any Equipment to UKG and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by UKG when issuing the RMA.
- (d) *Delivery*. All domestic shipments within the United States are FOB Destination to/from Customer and UKG with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from UKG to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable UKG Depot Repair Center when Customer is shipping to UKG, and with title passing upon delivery to the identified destination. Customer is responsible for all duties and taxes when sending Equipment to UKG.
- 7.5 UKG KnowledgePass Education Subscription. When UKG KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), UKG will provide Customer with the UKG KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. UKG will send Customer a renewal invoice for renewal of the UKG KnowledgePass Education Subscription, and the UKG KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the UKG KnowledgePass Education Subscription. The UKG KnowledgePass Education Subscription provides access to certain educational offerings provided by UKG (the "UKG KnowledgePass Content"). Customer recognizes and agrees that the UKG KnowledgePass Content is copyrighted by UKG. Customer is permitted to make copies of the UKG KnowledgePass Content provided in *pdf form solely for Customer's internal use. Customer may not disclose such UKG KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the UKG KnowledgePass Content without the written consent of UKG, provided that Customer may download and modify contents of training kits solely for Customer's internal use.
- **7.6** *Training Points*. "**Training Points**" are points which are purchased by Customer that may be redeemed for an equivalent value of instructor-led training sessions offered by UKG. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other UKG products or services.
- 7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: https://www.ukg.com/products/ukg-workforce-central-saas/training-guidelines

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 Technical Account Manager. Customers purchasing a UKG Technical Account Manager ("**TAM**") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("**Technical Contacts**") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. UKG and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9. EQUIPMENT

If Customer purchases or rents Equipment from UKG, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

- **9.1** Rented Equipment. The following terms apply only to Equipment Customer rents from UKG:
- (a) <u>Rental Term and Warranty Period</u>. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) <u>Insurance</u>. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- (c) <u>Location/Replacement</u>. Customer shall not make any alterations or remove the Equipment from the place of original installation without UKG's prior written consent. UKG shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. UKG reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) <u>Ownership</u>. All Equipment shall remain the property of UKG. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by UKG to give full effect to the intent of terms of this paragraph (d).
- (e) <u>Equipment Support</u>. UKG shall provide to Customer the Equipment support services described in Section 7.
- (f) <u>Return of Equipment</u>. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination, the Equipment subject to this Section 9.1. Equipment will be returned to UKG in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from UKG, Customer shall pay UKG the then list price of the unreturned Equipment.
- **9.2** Purchased Equipment. The following terms apply only to Equipment Customer purchases from UKG:
- (a) <u>Title and Warranty Period</u>. When the Order Form indicates FOB Shipping Point, title to the Equipment passes to Customer upon delivery to the carrier; for all other shipping terms, title passes upon delivery to Customer. The "**Warranty Period**" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) UKG shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one (1) year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. UKG may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.
- (c) Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer warrants that it is compliant and will maintain compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment. If required by law, Customer further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to UKG, its affiliates, and its authorized subcontractors. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CUSTOMER AGREES TO DEFEND, HOLD HARMLESS

AND INDEMNIFY UKG, ITS EMPLOYEES, DIRECTORS, PARENT, SUBSIDIARIES AND AUTHORIZED PARTNERS AND SUBCONTRACTORS (COLLECTIVELY, "UKG INDEMNITEES") FOR ANY CLAIMS, DAMAGES, PENALTIES OR FINES ASSERTED OR AWARDED AGAINST A UKG INDEMNITEE ARISING OUT OF OR RELATING TO CUSTOMER'S BREACH OF ANY OF THE WARRANTIES IN THIS SECTION 9.3 WITH RESPECT TO FS/FR EQUIPMENT. UPON RECEIPT OF NOTICE OF SUCH A CLAIM, CUSTOMER SHALL ASSUME SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; PROVIDED THAT: (I) UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

10. SERVICE LEVEL AGREEMENT

UKG shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY UKG TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

- 11.1 UKG represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.
- 11.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.
- 11.3 UKG warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, UKG shall repair or replacement the deficient Equipment, at UKG's option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:
- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by UKG.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

- **12.1** As part of the Services, UKG shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: http://www.ukg.com/products/ukg-workforce-central-cloud/cloud-guidelines
- **12.2** As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.
- 12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.
- **12.4** UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.
- **12.5** Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be found at: https://www.ukg.com/ukg-workforce-central-cloud/subprocessors

13. INDEMNIFICATION

- 13.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.
- 13.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to UKG or Suppliers, UKG's maximum liability will be to assign to Customer UKG's or Supplier's recovery rights with respect to such infringement claims, provided that UKG or UKG's Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.
- 13.3 To the extent permitted under applicable law, Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "UKG Indemnified Parties") from and against any and all Claims, and will indemnify and hold harmless the UKG Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Content infringes in any

manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded

by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

15.4 The Parties acknowledge that Customer is a governmental entity subject to the Texas Public Information Act ("TPIA"). Nothing herein shall be construed as prohibiting Customer from complying with its obligations under the TPIA and Customer's disclosure of Confidential information in compliance with a valid court order or an opinion form the Attorney General of Texas will not be considered a default of breach of this Agreement.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain UKG's prior written consent before exporting the Equipment.

17. GENERAL

17.1 . The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. Each of the Parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Neither party shall assign the Agreement or the rights to use the Services without the prior written consent of the and any purported assignment, without such consent, shall be void. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent but with written notice in conjunction with a merger, sale, consolidation or other corporate form of reorganization involving a transfer of all, or substantially all, of the stock or assets of the assigning party.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the

construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

Customer	Kronos Incorporated
	Dated:
Dated:	
	By:
By:	
	Name:
Name:	
	Title:
Title:	

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of UKG's Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Service Credit Calculation: If, due to an Outage, the Service does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's Monthly Services Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's Monthly Services Fees.

"**Outage**" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide UKG with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by UKG to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

- 1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
- 2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
- 3. UKG will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
- 4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
- 5. Excluding any customer requested Application updates, UKG will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
- 6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and UKG.

7. In absence of instruction from Customer, UKG will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

UKG anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, UKG will provide notice of the expected window in which this will occur as soon as such maintenance and corresponding window are determined. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

UKG will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to UKG. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on UKG records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact UKG' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with UKG and such change creates a material and adverse impact on the traffic balance of the UKG network, as reasonably determined by UKG, the parties agree to co-operate, in good faith, to resolve the issue.



Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by UKG Inc. ("UKG") and the City of Mansfield, Texas ("Customer") effective as of the date of last signature ("Effective Date"). "Party(ies)" means UKG or Customer, or both of them as the context dictates.

WHEREAS, UKG is engaged in the business of providing software, support and Software as a Service ("SaaS") type services, and Customer wishes to use the Services as set forth in an Order on a subscription basis.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein and in the Exhibits, the Parties agree as follows:

1. Definitions

Affiliate - means any other person or entity which, whether directly or indirectly, Controls, is Controlled by or is under common Control with such party. "Control" means the ownership, directly or indirectly, of more than 50% of the voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

Applicable Law(s) - means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and orders which govern the Party's respective business.

Application(s) - means those UKG software application programs set forth on an Order which are made accessible for Customer to use under the terms of this Agreement and the Order.

Billing Start Date - as set forth in an Order.

Customer Data – all information, including without limitation, personally identifiable information, which Customer inputs into the Applications and all intellectual property rights thereto.

Documentation - means the published online specifications and, as of the Effective Date of this Master Services Agreement, the technical specification as set forth in the Customer Request for Proposals dated May 19, 2021 for the Applications, such as user manuals and administrator guides.

Initial Term - means the initial term of the Services as identified on an Order.

Order - means an order form mutually agreed upon and signed by UKG and Customer setting forth, among other things, the offerings ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

Renewal Term - means the renewal term of the Services as identified on the Order.

SaaS Services - Consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS Site.

SaaS Site - Location for the necessary software and hardware to provide the SaaS Services.

Services - The Applications, support and SaaS Services on a subscription basis as set forth in an Order.

Taxes - means all applicable taxes relating to the goods and services provided by UKG hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on UKG's income or business privilege.

2. Billing

- 2.1 Customer agrees to pay UKG for all undisputed subscription fees, Launch fees, consulting services fees or other fees documented and agreed-to on an Order, plus Taxes and UKG will invoice the fees as indicated on an Order. Unless otherwise agreed to on an Order, fees shall be invoiced as incurred. For each Order, the billing period of the fees will start as set forth in an Order and will continue for the time period indicated as the Initial Term on the Order. Customer will pay the fees on the payment terms and in the currency indicated on the Order via ACH or mail, or as otherwise set forth in an Order. Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided UKG with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Services and other items set forth on the Order.
- 2.2 All undisputed invoices and expense reimbursements are due within thirty (30) days of Customer's receipt of invoice. All disputes regarding invoices shall be made by Customer in good faith within thirty (30) days of Customer's receipt of invoice. All undisputed invoices and expense reimbursements not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month. If Customer disputes all or a portion of any

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invoice, Customer shall inform UKG in writing of the nature of the dispute as soon as practicable after invoice receipt. The Customer's written notice to UKG of a dispute must contain reasonable detail so that UKG can investigate the issue. The Parties will work with the dedicated accounting resource, or other designee, to make reasonable efforts to resolve all issues, if any.

- 2.3 UKG may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of personnel using or having access to the Applications. The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in this Agreement
- 2.4 UKG may increase the fees as set forth in an Order. The increased fees will be set forth in the applicable invoice.
- 2.5 UKG will provide the Services to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Services for the entire Initial Term and each Renewal Term.
- 2.6 UKG may suspend the Services if any undisputed amount that Customer owes UKG is more than thirty (30) days overdue. UKG will provide Customer with at least ten (10) days prior written notice that the Customer's account is overdue before UKG suspends the Services, following the expiration of the initial thirty (30) day remittance period. Upon payment in full of all overdue amounts, UKG will promptly restore the Services.
- 2.7 **Travel and Expenses.** In connection with the provision of the Services hereunder, Customer agrees to pay any travel or travel-related expenses, such as airfare, lodging, meals and local transportation incurred by UKG in accordance with the thencurrent standard UKG travel and expense policies, which UKG will provide to Customer upon request. UKG shall invoice Customer for such travel expenses and payment thereof shall be due thirty (30) days from Customer's receipt of invoice. To the extent travel is considered under any associated Order or future Order or scope of work, UKG staff shall make best efforts to select reasonable accommodations within the City of Mansfield city limits.

3. Term, Termination and Effects of Termination

- 3.1 Term of an Order. The Initial Term of an Order will be as set forth in such Order. Following the Initial Term of an Order, such Order will automatically renew as set forth in the Order (each, a "Renewal Term") until such time as either party provides the other with written notice of termination; provided, however, that such notice be given no fewer than ninety (90) calendar days prior to the date of termination.
- 3.2 Termination. If either Party materially breaches any of its duties or obligations hereunder and such breach is not cured, within thirty (30) calendar days after written notice of the breach, which such notice shall contain reasonably sufficient detail regarding the alleged breach, then the non-breaching Party may terminate the applicable Order adversely affected by such breach. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance for a period of forty-five (45) days or more.
- 3.3 Effects of Termination. Upon Customer's written request, within five (5) business days of termination of this Agreement, UKG shall provide to Customer a copy of Customer's UKG Pro Pay and People Center data in a standard structured query language "SQL" server format via secured file transfer protocol "SFTP" server or similar method at a fixed cost of \$500.00 to be billed as incurred.

In addition, upon expiration or termination of this Agreement for any reason, UKG shall completely destroy or erase all copies of Customer's Confidential Information in UKG's possession in any form, including but not limited to electronic, hard copy or other memory device except for (i) Customer's Confidential Information contained in any backup which shall be retained for a term of up to ninety (90) days from the date of termination, or (ii) as otherwise set forth in this Agreement or in any Order.

3.4 Non-Appropriations Clause. This Agreement is subject to termination or cancellation, without penalty to Customer (the City of Mansfield), either in whole or in part, for failure of the City of Mansfield to appropriate the required funds to pay the annual obligation for the upcoming fiscal year.

4. Services

4.1 The Services which may be ordered under this Agreement will be detailed in an Order. Each Order will reference this Agreement, specify the type, quantity, and price of the offerings being purchased, payment terms, and be signed by the Parties. UKG may fulfill its obligations related to certain services through its Affiliates.

5. Proprietary Protection and Restrictions

- 5.1. UKG has and shall have sole and exclusive ownership of all rights, title, and interest in the Applications and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). Customer is only permitted to use the Applications, for its own employees and the employees of its Affiliates and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.
- 5.2 To the extent that any third party software is provided herein, Customer agrees that it shall only use such software in conjunction with the Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of the Services and any third party software and that it



shall not attempt to obtain or create the source code from the object code of the Services and third party software provided to it pursuant to this Agreement, unless explicitly permitted by applicable law.

- 5.3 Customer acknowledges that it will not use the Services or any third party software for any illegal purpose or activity. Customer agrees to comply with Applicable Laws. Further, the specific record retention schedules established under Applicable Laws applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.
- 5.4 UKG hereby represents and warrants to Customer that the Services will not violate the patent, copyright, or other proprietary rights of any third party.

6. Ownership and Use of UKG Intellectual Property

- 6.1 UKG materials and intellectual property in existence prior to this Agreement or created, developed or acquired during the term of this Agreement, including without limitation ideas, inventions, suggestions, Feedback or other information created as a result of UKG's efforts under this Agreement ("UKG Intellectual Property") are the sole and exclusive property of UKG.
- 6.2 Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to UKG. UKG may use Feedback for any purpose without obligation of any kind.

7. Customer Data

- 7.1 Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in such materials, data and information are transferred to UKG.
- 7.2 UKG shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as more fully set forth in Exhibit B "Data Security and Privacy".

8. Product Support Services

- 8.1 UKG shall maintain a product-trained and knowledgeable staff capable of rendering the Services set forth in an Order. UKG will use all reasonable diligence to correct verifiable and reproducible errors when reported to UKG.
- 8.2 UKG Product Support Services include (i) customer phone, email, and online support 24 hours a day/7 days a week, (ii) a designated account manager available between normal business hours (8:30 am to 5:30 pm Customer's time zone Monday through Friday), (iii) periodic enhancements and modifications to the Applications furnished by UKG, and (iv) federal, state and local tax payroll updates.

9. Assignment

Except as set forth below, neither Party shall delegate or assign this Agreement or its rights or duties hereunder without the prior written consent of the other Party. Any purported delegation or assignment in violation of this Section will be void. Notwithstanding the above, either Party may, without the consent of the other, but with prior written notice, delegate or assign any and all of its rights and obligations hereunder to: (a) such party's Parent company or Affiliate or (b) any company that succeeds to substantially acquire all of a Party's business, provided, however that such delegee/assignee/successor as to Customer after the transfer or assignment, is similar in size and nature to Customer.

10. Force Majeure

Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, epidemic or pandemic of contagious disease, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity.

11. Confidential Information

Except as otherwise permitted under this Agreement, UKG and Customer will not knowingly disclose to any third party or make use of any Confidential Information during the term of this Agreement and for five (5) years thereafter, except for trade secrets which shall be held in confidence for so long as same constitutes a trade secret under Applicable Laws. For purposes of this Agreement, "Confidential Information" will mean non-public information of a Party to this Agreement, including Customer Data. In addition to the foregoing, the Parties agree to not, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters relating to each other's business, including, but not limited to, this Agreement, names of employees, Customer companies, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. Without regard to whether any or all of the foregoing matters would be confidential, the Parties hereto stipulate that as between them, the same are important, material and confidential. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party, disclosures required by Applicable Law or a binding regulation, rule or order of a court, governmental or regulatory body having competent authority and jurisdiction over same, or disclosures to the parties' respective attorneys and accountants for legal and accounting advice. This section does not apply to information in the public domain at the time of disclosure, or which is or becomes publicly available without breach of the Agreement, or which is known to the Parties receiving it at the time of disclosure, or which is received from a third party who has not breached any agreement with the Party claiming confidentiality, or which is disclosed by the Party claiming confidentiality to third parties on a non-restricted basis. Notwithstanding anything to the contrary in this Agreement, although MSA NL v9.21

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UKG remains responsible for the confidentiality obligations as set forth in this Agreement and for the acts of any service provider and/or sub-processor UKG retains in this regard, UKG reserves the right to have Confidential Information and/or Customer Data accessed by UKG's service providers, sub-processors and/or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer. The Parties acknowledge that Customer is a governmental entity subject to the Texas Public Information Act ("TPIA"). Nothing herein shall be construed as prohibiting Customer from complying with its obligations under the TPIA, and either Party's disclosure of Confidential Information in compliance with a court order or an opinion from the Attorney General of Texas will not be considered a default or breach of this Agreement.

- 11.2 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under this Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request. Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Law.
- 11.3 At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new sub-processor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.
- 11.4 When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of this Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws. The use of any sub-processors shall not result in an increase in fees to Customer, or degradation of services or functionality of the SaaS Services or other such Services.

12. STANDARD OF CARE, LIMITED WARRANTY

- 12.1 UKG WARRANTS THAT THE SAAS SERVICES RENDERED WILL CAUSE THE APPLICATIONS TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, UKG WILL MAKE ALL NECESSARY CORRECTIONS TO REMEDY SUCH BREACH WITHOUT ADDITIONAL COST TO THE CUSTOMER.
- 12.2 PROFESSIONAL SERVICES PROVIDED HEREUNDER BY UKG WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. UKG WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD, TIMELY, THOROUGH, AND WORKMANLIKE MANNER, IN ACCORDANCE WITH THE AGREEMENT EXCEPT AS OTHERWISE PROVIDED FOR IN AN ORDER, CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE LAUNCH OR CONSULTING SERVICES WITHIN SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH LAUNCH OR CONSULTING SERVICES.
- THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF, AND UKG DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UKG FURTHER DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE NOT EMBEDDED IN OR REQUIRED FOR THE APPLICATION TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION, WHICH SHALL BE THE SOLE OBLIGATION OF THE PROVIDER OF THE THIRD-PARTY SOFTWARE. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE APPLICABLE GOVERNING JURISDICTION, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL UKG'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL UKG BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER HOWEVER ARISING, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

14. Indemnification

UKG agrees to indemnify, defend, and hold Customer harmless from and against any and all actions, liabilities, damages, losses, expenses, demands, suits, fines, or judgments, in each case arising from a third party (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses relating thereto, to the extent that such Claims arise out of or relate to a claim



that any Services infringe or misappropriate any patent, copyright, trade secret, trademark or other proprietary right, provided Customer notifies UKG in writing immediately upon notice of the Claim and cooperates fully in the defense of such claim. UKG shall have full and exclusive control of any such defense and settlement of the Claim. Notwithstanding the foregoing, the parties agree that Customer has the right to approve settlement of any claim made against Customer, such approval not to be unreasonably withheld or delayed, provided that the Customer shall not be required to approve any settlement that involves an admission of liability or wrongful conduct on the part of Customer. No approval by Customer is required of any settlement, where Customer is released from, or absolved of, all liability asserted against Customer. Notwithstanding the foregoing, however, the Claims described in this Section will be apportioned between UKG and Customer on a comparative fault basis to the extent that Claims result from the negligence, gross negligence or willful acts of Customer.

15. Entire Agreement

- This Agreement, including the Exhibits, represents the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. Any Customer purchase order or similar document which may be issued with this Agreement does not modify this Agreement, and in case of conflict, this Agreement shall control. No modification of this Agreement will be effective unless it is in writing and signed by each Party.
- 15.2 In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 15.3 The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 15.4 Each Party hereby warrants and represents to the other that such Party has the full right, power and authority to enter into this Agreement and to perform such Agreement in accordance with its terms.

16. Signatures; Counterparts.

The Parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the Parties hereby waive any objection to the contrary. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

17. Survival.

All provisions of this Agreement that by their nature are continuing will survive the termination of this Agreement, including those provisions which expressly survive termination of this Agreement shall also survive.

18. Publicity

The Parties agree that, subject to prior written authorization by Customer, UKG shall be entitled to refer to the Customer as a UKG customer, including the use of Customer's name and Customer's logo – without identifying individual Customer employee names or testimonials without prior written authorization from the (Customer) City Manager, on public platforms that include but are not limited to lists of UKG's customers, and on UKG's website.

19. Governing Law

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. Each of the Parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

20. Insurance

During the term of this Agreement, UKG shall maintain insurance coverage rated A "Excellent" by A.M. Best for the following risks in the following minimum amounts:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$10 million aggregate, \$10 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$10 million aggregate, \$10 million per occurrence

Upon the written request of Customer, UKG shall provide Customer with a certificate evidencing the above insurance coverage.

21. Notices



Fax (954) 656-1006

Notices will be effective when received in writing at the following addresses:

UKG Inc. 2000 Ultimate Way Weston, FL 33326 Attn: General Counsel Mansfield Texas 1200 E Broad Street MANSFIELD, TX 76063

USA

Attn: Olivia Romo

Email: olivia.romo@mansfieldtexas.gov

22. Status of UKG as Independent Contractor

UKG shall devote such time and effort to the performance of the services it deems necessary to satisfactorily complete the Services. UKG shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever.

Neither Party shall have power to act as an agent of the other or bind the other in any respect.

23. Workplace

If UKG is requested by Customer to provide services on Customer's premises, Customer agrees to provide UKG personnel a safe workplace whose standards are consistent with that of its own employees. Customer also agrees to provide reasonable access to its facilities and key personnel necessary for UKG to perform the services. UKG personnel will observe all safety and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been supplied to UKG and such personnel.

24. SaaS Services

UKG will provide the SaaS Services at UKG's SaaS Site. UKG reserves the right to change the location of the SaaS Site if it deems necessary. At the SaaS Site will be the hardware and software necessary to run and support the Applications from a remote location(s). Customer acknowledges that the SaaS Services may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all UKG's customers that are utilizing SaaS Services. UKG will make best efforts to publish such changes to the SaaS Services within a reasonable time frame to the UKG portal. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the effective date or an Order.

24.1 UKG Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the SaaS Services.
- Maintain, monitor and administer UKG's federated services infrastructure and, upon request, configure customer instances in the federation environment for UKG Pro SSO.
- Provide connectivity for the system administration users.
- Provide Customer with release upgrade schedule for the Applications.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- · Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
- Maintain application recovery procedures with a recovery point objective of 4 hours (except for Workforce Ready which
 is 6 hours)
- Maintain cumulative backups pursuant to UKG's standard retention policy
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for the Applications and all third party software required to deploy the SaaS Services at no additional cost to Customer.
- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS Site:
 - Perform system daily maintenance from 3:00 a.m. EST to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month, except for Workforce Dimensions which shall be performed Thursdays from 12:01 a.m. EST 4:00 a.m. EST and Workforce Ready which shall be performed Wednesday 12:01 a.m. EST 4:00 a.m. EST and Saturday 12:01 a.m. EST 6:00 a.m. EST and may include general release upgrades. No additional advanced notice provided.
 - NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.
- Perform emergency maintenance, as required, when necessary. Where possible, UKG will use commercially reasonable
 efforts to provide advanced notification.
- UKG will provide Customer advanced notification of the following maintenance via the support portal.
 - Perform extended release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. EST to 8:00 a.m. EST.



 Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. EST to 12:00 p.m. EST.

24.2 Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the launch and ongoing operation of the Services.
- Provide the necessary infrastructure and/or software capabilities, network security and directory structure to establish
 and maintain a SAML 2.0 based single sign-on solution between Customer and UKG for UKG Pro SSO, if applicable.
- Provide UKG with a list of Customer system administration users that require access to the SaaS environment.
- Maintain Customer workstations, running a supported browser.
- Maintain Customer printer environment.
 - Note: MICR check printing requires HP compatible printers
- Maintain Internet connectivity to access SaaS Site.
- Customer shall notify UKG of events that permit changes to contractual terms, such as significant personnel growth, by providing UKG with thirty (30) days advanced written notice of its intention to use the Applications for the additional personnel so that UKG can ensure proper configuration of the Applications.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the Applications for Customer's
 users, including, but not limited to, user identifications, password setup/change, account lockout frequency, enabling
 multifactor authentication, and enabling internet protocol filtering.
- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet.
 Customer agrees that UKG will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

25. Training

25.1 The training Services are included at no charge for the term of the Agreement and are as follows ("Training Services"):

Regional Classroom Training

UKG shall provide hands-on training at an UKG regional classroom training facility, pursuant to any published UKG training schedules and availability and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All travel expenses related to training the employees of Customer at a UKG regional classroom training facility, such as transportation, hotels, meals, etc., will be the responsibility of Customer.

Virtual Learning Environment Training

UKG shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & system administrator to prepare functional and technical super users to perform their most common tasks in the solution.

Self-Paced Training

UKG shall provide self-paced product training via the Internet.



26.	Exhibits: The following Exhibits which are referred to herein and annexed hereto are incorporated into and made part of
	this Agreement (collectively, the "Exhibits"):

Exhibit A Service Level Agreement Exhibit B Data Security and Privacy Exhibit C Subprocessor List

Exhibit D UKG Proposal to Customer in response to Custom Request for Proposals dated May 19, 2021

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective at the date set forth above, that the persons signing below are duly authorized to bind the Parties under this Agreement, and that all terms and conditions have been agreed to:

Mansfield Texas	<u>UKG Inc.</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Exhibit A Service Level Agreement

1. Service Level for Production SaaS Services

UKG's service level objective is to make the Applications available a minimum of ninety nine and three quarters percent (99.75%) of the time as measured over any one month, not to include maintenance as set forth in Section 24.1. ("Availability").

2. UKG Customer Service Severity Level Summary

UKG uses three (3) levels of priority to identify and track the severity of each service request submitted and its impact on the Customer's organization as set forth in the chart below. UKG reserves the right to update the chart below to reflect adjustments to UKG's processes and to enhance UKG's responsiveness to customer needs. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Agreement.

Severity Level	Description	Target Response Time	Target Resolution Time
High Medium	A critical Customer issue with no available workaround where the applications cannot be accessed, or where the applications are experiencing major system degradation, and any other related A serious Customer issue which impacts ability to utilize the application effectively	One (1) business hour or immediately via Rapid Response Two (2) business hours or immediately via Rapid Response	Two (2) business hours to resolve OR provide a plan for resolution OR provide a viable workaround Four (4) business hours to resolve OR provide a plan for resolution OR provide a viable workaround
Low	Non-critical problem generally entailing use and usability issues or "how to" questions	Within four (4) business hours	N/A



Exhibit B Data Security and Privacy

1. Data Governance

- a. In the course of providing the Services, UKG may collect, transfer, store and use Customer Data, as defined in the Agreement. For these purposes, Customer Data may be transferred to or made accessible to (i) UKG personnel as is required to perform the SaaS Services in accordance with the Agreement and in accordance with applicable data privacy protection laws; (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided UKG will provide reasonable notice to Customer prior to any such disclosure if legally permissible and (iii) to the extent Customer purchases UKG Pro Benefits Administration, PlanSource Benefits Administration, Inc. solely for the purposes of providing UKG Pro Benefits Administration hereunder and in accordance with the standard SaaS environment, security set up, and other policies and procedures of PlanSource Benefits Administration, Inc. and not those of UKG.
- b. UKG shall maintain internal company wide policies and procedures addressing the secure storage and handling of Customer Data which shall comply with generally accepted industry standards.
- c. Customer grants to UKG and its affiliates a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of providing or maintenance of, improvement to, and operation of the SaaS Services or for any new or different products or services. In addition, to the extent Customer purchases UKG Pro Employee Voice, Customer grants to UKG the right to sub-license to third parties (currently, Mercer (US) Inc.) the Customer Data, which includes the employee survey responses in a de-identified form for the purposes of improvements to the questions sets and bench marking data.
- d. UKG may fulfill its obligations related to Workforce Ready or Workforce Dimensions, as applicable, through its affiliate Kronos Incorporated ("Kronos") and Kronos' affiliated companies.

2. Privacy and Compliance

UKG represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations and the California Consumer Privacy Act ("CCPA"), if applicable, (ii) its privacy notice (available at https://www.ultimatesoftware.com/privacy-notice), and (iii) generally accepted industry standards, and shall only collect, store, transfer and use Customer Data if and to the extent required to perform services pursuant to the Agreement. In the event CCPA is applicable to the provision of services under this Agreement, UKG acknowledges and agrees that it is a service provider as defined under CCPA.

Customer is responsible for complying with the Acceptable Use Policy which can be found at: https://www.ukg.com/policies/acceptable-use. "Acceptable Use Policy" and "AUP" are interchangeable terms referring to the policy describing prohibited uses of the service as further described in the link. UKG and its third party cloud subprocessor reserve the right to review Customer's use of the service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the service immediately without notice. In such event, UKG will contact Customer when UKG suspends the service to discuss how the violation may be remedied, so that the service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Customer remains responsible for any such AUP violation. UKG will restore the service once the AUP violation is cured or as both Parties may agree.

3. Information Security Management Program

UKG shall maintain a documented, approved and implemented information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. Data Protection

When working with Customer Data, UKG shall maintain the following:

- a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and Applicable Law;
- b. Require background checks (including criminal) on its workforce;
- c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
- d. Transfer and store Customer Data in an encrypted/secure manner;
- e. Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
- f. Implement reasonably appropriate technical safeguards to protect Customer Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
- g. Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.

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- h. Reasonably timely de-provisioning, revocation or modification of user access to UKG's systems, information assets and Customer Data shall be implemented by UKG upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in SaaS Service delivery.
- i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. UKG will test the recovery of backups at planned intervals
- j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and UKG's relevant information systems;

5. Audit Reports and Security Assessments

- a. UKG will have, at a minimum, an annual site audit of UKG's information technology general controls including, but not limited to, information security, confidentiality and availability controls, performed by an independent third-party audit firm based on the recognized audit standard SSAE 18 SOC 1 and SOC 2 report or equivalent. UKG will make available to Customer for review, its SSAE 18 SOC 1 and SOC 2 report or equivalent after the report's publication by the independent audit firm. Customer agrees to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the SSAE 18 SOC 1 or SOC 2 report or equivalent will be addressed in the report with management's corrective action. With the exception of Workforce Ready, UKG maintains certification to ISO 27001 and ISO 27018 and will make the certificate of registration available to Customer upon request.
- b. UKG will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by UKG.
- c. Customer may also request a comprehensive due diligence package no more than once annually, which shall include a completed industry standard security and privacy due diligence questionnaire and other information on information security, privacy and compliance.

6. Disaster Recovery

- a. UKG shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.
- b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.
- c. Security mechanisms and redundancies shall be implemented by UKG to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
- d. Telecommunications equipment, cabling and relays transferring data or supporting SaaS Services shall be reasonably protected by UKG from interception or damage and designed with redundancies, alternative power source and alternative routing.
- e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.
- f. UKG shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

7. Data Breach

UKG will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. UKG shall notify Customer of a Security Incident (as defined below) per Applicable Law upon becoming aware of a Security Incident involving Customer Data. A "Security Incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. UKG shall inform Customer about Security Incident response activities in reasonable intervals until the Security Incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such Security Incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.



Exhibit C

Subprocessor List

UKG Non-Subsidiary Subprocessors		
Subprocessor Legal Name	Data Processing Location	Role in Delivery of Services
Rackspace, Inc.	801 Industrial Blvd Grapevine, TX 76051 44480 Hastings Drive Ashburn, VA 20147	Data centers for UltiPro Employee File Management & UltiPro Employee Case Management
Salesforce.com, Inc.	Dallas, TX Phoenix, AZ	Customer support portal
PlanSource Benefits Administration, Inc.	Orlando, FL Salt Lake City, UT	UltiPro Benefits Prime
Schoox, Inc.	US	UltiPro Learning
Amazon Web Services, Inc.	US	Email relay for system generated UltiPro notifications
Mailgun Technologies, Inc.	US	Email relay for UltiPro Perception, UltiPro Recruiting, UltiPro Employee File Management & UltiPro Employee Case Management
CSG Systems, Inc.	5600 Stratum Drive Fort Worth, TX 76137	Print services for Payment Services
Google, LLC	US Canada	Google Translate - UltiPro Perception, if converting language, G-Suite - Corporate email/file storage & Google Cloud Platform - UltiPro architecture & Customer Data
Microsoft Corporation	US	Corporate email/file storage
DAVIS Companies, Inc.	US	Staff augmentation

UKG Subsidiary Subprocessors		
Subprocessor Legal Name	Data Processing Location	Role in Delivery of Services
The Ultimate Software Group of Asia PTE Ltd.	Singapore	Security operations center monitoring



PeopleDoc SAS	Germany France	UltiPro Employee File Management & UltiPro Employee Case Management support
Kronos SaaShr, Inc.	US Amsterdam, NL Frankfurk, DE Australia	Workforce Ready & regulated financial services
Kronos Incorporated	US Canada Amsterdam, NL Frankfurk, DE Australia	Workforce Dimensions
Kronos Solutions India Private Limited	India	Product Support

Kronos Incorporated and its Affiliated Companies' Subprocessors		
Subprocessor Legal Name	Data Processing Location	Role in Delivery of Services
Google Inc.	US Canada	Cloud Provider: may include all Customer Data
SendGrid, Inc.	Virginia Nevada Illinois	Email Delivery Service: email contents from SaaS service
Boomi Inc.	US (Oregon & Virginia) UK Germany Australia	Integration / ETL: account credentials contain names & e-mail addresses of Customer employees involved in the integration & their Boomi privileges. During design & testing of integrations, Customer Data will be transmitted through the Dell Boomi web UI but will not be stored in Dell Boomi data centers.
Twilio Inc.	US	Short Message Service (SMS) mobile network aggregator SMS: phone number and message



ThinkTime, LLC	US EU Australia	Retail Task Scheduling: data entered into Task Management powered by ThinkTime™
PlanSource Benefits Administration, Inc.	Orlando, FL Salt Lake City, UT	Advanced benefits administration solution: data entered into Workforce Dimensions Benefits Center
Kronos Solutions India Private Limited	India	Product Support
General Datatech, LP		Managed Services Provider: may include all Customer Data
Docebo		Learning Management System: portions of Customer Data
Akamai Technologies Inc.		Content Delivery Network: may include all data – Workforce Central

HRSD and its Affiliated Companies' Subprocessors		
	EU Infrastructure	
Subprocessor Legal Name	Data Processing Location	Role in Delivery of Services
Rackspace	Germany	Cloud Service Provider
Ecritel	France	Electronic Archiving System
Datadog, Inc.	Germany	Operations Data Platform for Log and Machine Events
Zendesk, Inc	US	Support Management Tool
AWS Web Services, Inc	Ireland	Amazon Simple Email Service (Amazon SES) - Services inbound and outbound email notifications



	Т	
Google LLC	Germany	Google Cloud Platform
Elastic.co	Germany	Search Function
Zoho Corporation B.V.	Ireland Netherlands	Advanced Reporting Tool
Nexmo, Inc.	Ireland Netherlands	Cloud Communications Services (2- Factor authentication)
Arago Consulting SAS	UK Netherlands France	Support Call Routing
CloudFare	According to user IP	Security (CDN)
	US & Canada Infrastructure	
Subprocessor Legal Name	Data Processing Location	Role in Delivery of Services
Rackspace	US	Cloud Service Provider
Quality Investment Properties Metro, LLC	US	Cloud Service Provider
Switch	US	Cloud Service Provider
Cyxtera Technologies, Inc	Canada	Cloud Service Provider
Datadog, Inc.	Germany	Operations Data Platform for Log and Machine Events
Zendesk, Inc	US	Support Management Tool
Mailgun Technologies, Inc	US	Services inbound and outbound email notifications
Google LLC	Germany	Google Cloud Storage
Elastic.co	Germany	Search Function
Zoho Corporation	US	Advanced Reporting Tool
Nexmo, Inc.	US	Cloud Communication Services (2-Factor authentication)



Cloudfare	According to User's IP		Security (CDN)	
HRSD's Affiliated companies				
PeopleDoc SAS		France		
PeopleDoc UK LTD		UK		
PeopleDoc GmbH		Germany		
UKG Inc		US		
Ultimate Software Group of Canada Inc.		Canada		
Ultimate Software Group of Spain S.L.U.		Spain		
Ultimate Software Group of Asia Pte Ltd.		Singapore		



Exhibit D

UKG Proposal to Customer in response to Custom Request for Proposals dated May 19, 2021





CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4519

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas to Authorize the City Manager to Execute an Agreement with Xerox Business Solutions Southwest on Behalf of the City to Provide Copier Equipment, Subject to Final Review and Approval by the City Attorney

Requested Action

Approve the Resolution to Execute the Agreement

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas authorize the City Manager to Execute the Agreement.

Description/History

The City of Mansfield, Texas has been utilizing the current copier/printer solution with Kyocera Document Solutions since December 2015. While the current stable of copiers/printers are meeting the current needs, technology is ever changing.

City staff worked Xerox Business Solutions to identify the copier/printing needs of the various city departments. Staff from Finance and IT reviewed proposals and viewed demonstrations from the current provider and Xerox.

Based on overall evaluations from Staff, it was determined the copier/printer solutions offered by Xerox Business Solutions for the City's copier/printer needs provides the best value for the cost.

Justification

The City of Mansfield, Texas has been utilizing the current copier/printer solution with Kyocera Document Solutions since December 2015.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund/Water &

Sewer Fund/MEDC/MPFDC/Drainage.

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH XEROX BUSINESS SOLUTIONS SOUTHWEST ON BEHALF OF THE CITY TO PROVIDE COPIER EQUIPMENT TO THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY
WHEREAS , the City has been utilizing the current copier/printer solution since December 2015; and,
WHEREAS , staff has reviewed proposals and viewed copier/printing demonstrations from multiple copier/printer providers; and,
WHEREAS, based on overall evaluations from staff, the software solutions offered by Xerox Business Solutions Southwest provides the best value for the cost.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THAT:
SECTION 1.
The City Council of the City of Mansfield, Texas authorizes the City Manager or their designee to execute a contract with Xerox Business Southwest Solutions on behalf of the City to provide copier equipment to the City, subject to review and approval by the City Attorney.
SECTION 2.
This resolution shall be effective immediately upon adoption.
PASSED AND APPROVED THIS 14 TH DAY OF FEBRUAY, 2022.
Michael Evans, Mayor
ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4520

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Consider Executing a Consultant Agreement with Kimley-Horn and Associates, Inc. in the amount of \$247,000 for Professional Services Related to the Design for Phase 3B of the Walnut Creek Linear Park Trail System

Requested Action

Approve a Resolution to Execute a Consultant Agreement

Recommendation

Approve Resolution

Description/History

The 2020 Parks, Recreation, Trails and Open Spaces Master plan included a spine trail phasing and prioritization plan. The second priority in this plan was trail segment "M" which is 2.25 miles of off/on street sections from James McKnight Park East through the Shops at Broad and continuing as an on-street section along Cannon Drive and Matlock Road to Elmer W Oliver Nature Park.

Kimley-Horn and Associates, Inc. was originally retained to design Trail Section 3A (James McKnight Park East to Cannon Drive) and a feasibility and options analysis for Trail Section 3B (Carlin Road/Cannon Drive to Oliver Nature Park). Construction of Section 3A of the linear trail system was completed in November 2021, so staff is recommending to continue the development of the Walnut Creek trail system and completing the missing Section 3B.

The proposed consultant agreement includes services necessary to design Trail Section 3B from the intersection of Carlin Road/Cannon Drive to Oliver Nature Park. The professional services proposal from Kimley-Horn and Associates, Inc. is attached. Funding for this phase of the project is included in the FY2021-2022 MPFDC budget. The consultant agreement was approved with a vote of 7-0 at the January 20, 2022 MPFDC regular board meeting.

Justification

Phase 3 of the Walnut Creek Linear Park trail system will provide a critical connection between the existing trail sections at James McKnight Park East and Elmer W. Oliver Nature Park.

Funding Source

File Number: 22-4520

MPFDC ½ cent sales tax

Prepared By

Matt Young, Director of Community Services Matt.Young@mansfieldtexas.gov 817-728-3397

RESOLUTION NO
A RESOLUTION TO CONSIDER EXECUTING A CONSULTANT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF \$247,000 FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN FOR PHASE 3B OF THE WALNUT CREEK LINEAR PARK TRAIL SYSTEM
WHEREAS , the Mansfield Park Facilities Development Corporation (MPFDC) approved the Parks, Recreation, Open Space & Trails Master Plan in 2020; and,
WHEREAS, the Master Plan determined the need for trails and linear parks that connect residents with key destinations throughout the community; and,
WHEREAS , the MPFDC has determined that constructing Phase 3 improvements of the Walnut Creek Linear Park will fulfill the need as indicated in the Master Plan for a park of this type; and,
WHEREAS, the MPFDC allocated funds for design of Phase 3B of the Walnut Creek Linear Park Trail in the FY2021-2022 budget; and,
WHEREAS, the MPFDC voted 7-0 to approve the consultant agreement at their January 20, 2022 board meeting.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS: SECTION 1.
That the City Council approves executing a consultant agreement with Kimley-Horn and Associates, Inc. for professional services related to the design Phase 3B of the Walnut Creek Linear Park trail system in the amount of Two Hundred Forty Seven Thousand Dollars (\$247,000).
SECTION 2.
This resolution shall be effective immediately upon adoption.
PASSED AND APPROVED THIS THE 14 TH DAY OF FEBRUARY, 2022.

ATTEST:

Susana Marin, City Secretary

Michael Evans, Mayor



January 11, 2021

Mr. J. Chris Ray, ASLA Park Planner City of Mansfield 1164 Matlock Road Mansfield, TX 76063

Re: Professional Services Agreement

Hike and Bike Trail Section 3B

Dear Mr. Ray:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Mansfield ("City" or "Client") for providing professional services to the design of Hike and Bike Trail Section 3B ("Project"). Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

City has requested Kimley-Horn provide a scope and fee for the design of the Project, as illustrated on Exhibit A. The proposed Project will consist of the removal and/or widening of the existing sidewalk on the northside of Cannon Drive from Carlin Road to Walnut Bend Drive and on the westside of Matlock Road from Carlin Road to Walnut Bend Drive from approximately 300' north of Cannon Drive to Cannon Gate Drive as outlined in red on Exhibit A (~3,650 feet). In addition, design will be completed for an alternative trail that crosses Matlock Road and continues on the westside of Matlock Road from Broad Street to the bridge over Walnut Creek and include a modification to the traffic signal at Matlock Road and Cannon Drive. The project also consists of the design of a pedestrian bridge on the west side of the bridge over Walnut Creek. The pedestrian bridge design will consist of the necessary hydrology analysis and environmental analysis. A traffic signal will be designed at Cannon Gate Drive to allow for a crossing to the existing trail that will connect to Elmer W. Oliver Nature Park. The scope is broken into the following tasks.

- 1. Base Trail Section 3B Civil Construction Documents
- 2. Alternative Trail Section 3B Civil Construction Documents
- 3. Pedestrian Bridge Design
- 4. Geotechnical Services for Pedestrian Bridge Design
- 5. Hydrologic Analysis
- 6. Environmental Analysis
- 7. Signal Design at Cannon Gate Drive
- 8. Trail Section 3B Opinion of Probable Construction Cost
- 9. Submittals and Permitting
- 10. TDLR Review and Inspection
- 11. Franchise Utility Coordination
- 12. Technical Specifications for Bidding
- 13. Response to RFIs and Shop Drawing

Kimley » Horn





Scope of Services

The tasks outlined below are the professional services to be provided by Kimley-Horn. The scope of services described for Lump Sum will be completed for the lump sum fee indicated and the scope of services described for Hourly (HR) will be completed at the hourly rate for a fee not to exceed.

Task 1. Base Trail Section 3B Civil Construction Documents

(\$41,500 LS)

Base on the site walk and City comments, Kimley-Horn will prepare civil engineering plans consisting of the following:

- A. <u>Cover Sheet</u>. Showing sheet index, project location map, contact information and plan submittal and review log
- B. <u>General Notes</u>. Showing general notes related to proposed construction based on jurisdiction standards.
- C. Demolition Plan. Showing existing site conditions that will be removed.
- D. <u>Dimension Control Plan</u> Showing the trail location/alignment and property boundary with dimensional ties for construction purposes.
- E. <u>Paving and Strip Plan</u>. Showing proposed trail paving for the trail sections. The center strip will be shown on the plans as dictated by the Parks Department.
- F. <u>Grading Plan</u>. The trail grading plan will be shown on a plan and profile sheet. The design of the trail will follow AAHSTO and City standards. The grading plan will indicate spot elevations and contours for the trail section. Detailed grading will only be provided for ramp sections. Retaining walls, if needed, will be shown with propose top and toe evaluations in the wall zones. No walls are anticipated to be required.
- G. <u>Erosion Control Plan/SWPPP</u>. Showing initial erosion control measures to be installed prior to disturbance of the trail corridor. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permit. This erosion control plan is intended to be submitted as the SWPPP for the project.
- H. <u>Construction Details</u>. Typical construction details for proposed civil engineering improvements will be included by reference to applicable City standard details. If necessary up to three special construction details will be included in the plan set.
- Comments. This task consists of the preparation of plans and revisions based on up to two rounds of City comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.



Task 2. Alternative Trail Section 3B Civil Construction Documents

(\$28,500 LS)

The alternative trail section (Cannon Drive to Matlock Road Bridge) will follow the same scope as Task 1 and be incorporated into the plan set for Task 1.

Kimley-Horn will prepare traffic signal modification layout, details, specifications, and opinion of probable construction cost (OPCC) for the design of traffic signal modifications at the intersection of Matlock Road and Cannon Drive. The modification at this intersection is limited to redesigning pedestrian signals on the northeast and northwest corners of the intersection to accommodate proposed trail crossings. It is anticipated that the crosswalks on east and west legs of intersection will require adjustment based on new curb ramp layout on northeast and southeast corners. The design will be done in accordance with City's and TxDOT specifications and standards. It is assumed that the traffic signal modification plans will be incorporated into the overall design plan set.

Task 3. Pedestrian Bridge Design

(\$50,000 LS)

The task consists of providing the necessary engineering related technical services for the design of the bridge widening:

Preliminary Design (30%)

Kimley-Horn will provide engineering services and prepare the preliminary plans for the bridge widening. Services in this phase will consist of:

- A. Project Management and Criteria
 - Develop project production plan, including documenting design criteria, project schedule, and milestones.
 - Conduct one (1) progress meeting with City staff.
 - Project site visit (up to one (1) visit).
- B. Data Collection (Provided by the City)
 - Design criteria; previous reports and studies.
 - Latest BRINSAP report.
 - Record drawings.
 - Through a subconsultant, obtain a geotechnical report to provide design criteria for bridge foundations and abutment design (see **Task 4**).
- C. Bridge Improvements
 - Conceptual Bridge Widening:
 - Preliminary General Notes.
 - o Bridge layout.
 - Typical section.
 - Removal plan.
 - Proposed construction staging areas.
- D. Prepare conceptual Traffic Control Plan.
- E. Perform internal quality control review.
- F. Preliminary design submittal.



Final Design (100%)

Kimley-Horn will provide engineering services and prepare final plans. Services in this phase will consist of:

- A. Kimley-Horn will address comments from the City on the 30% Design Submittal.
- B. Bridge Improvements
 - Final Conceptual Bridge Widening Plans:
 - Updated General Notes
 - Updated Bridge layout
 - Updated Typical sections
 - o Updated Removal plan
 - o Abutment, column, bent, beam, slab, and railing details
 - Special Details
 - General Notes
 - Standard Details
 - Technical Specifications
 - Perform internal quality control review.

Task 4. Geotechnical Services for Pedestrian Bridge Design

(\$11,000 LS)

- A. Subsurface Exploration.
 - Drill and extrude the following:
 - Up to two (2) bridge borings to depths of 50-feet below existing grade using truck-mounted equipment, one near each existing bridge abutment.
 - Check samples for consistency with a hand penetrometer.
 - Stake the boring locations using normal taping procedures (location and elevation to be surveyed).
 - Backfill bore holes and plug at the surface.
 - Provide continuous sampling (with field strength testing).
 - Rock will be evaluated for hardness by TxDOT cone penetration field testing.
- B. Laboratory Services
 - Testing.
 - Moisture contents to determine profile of moisture variations.
 - o Atterberg limits and sieve analysis for classification of soils.
 - Unconfined compression tests to evaluate soil strengths.
 - Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
 - Lime Stabilization Series to determine percent lime and or cement required for subgrade stabilization, if required.
 - Sulfate test.
 - o Standard proctor.
 - o Resilient modulus.
 - Direct shear for slope stability analysis.



Task 5. Hydrologic Analysis

(\$54,000 LS)

This task consists of work associated with the hydraulic evaluation of Walnut Creek 3 at the existing Matlock bridge crossings. The following will be performed as part of this task:

- A. Perform topographic survey upstream of the Matlock bridge along Walnut Creek 3. Limits of survey consist of the area under the Matlock bridge (including all bridge elements) up to 60 feet upstream. Width of topographic survey will extend to capture all abutment embankment headers to top of pavement and 50 feet from top of channel bank on each side.
- B. Request effective hydrologic and hydraulic models from the City and/or FEMA.
- C. Request relevant data pertaining to Walnut Creek 3 from the City. This information may include creek information/studies, models, record drawings, GIS file, aerials, contour/LiDAR information, etc. LiDAR data from TNRIS will be obtained if City does not have contour data available.
- D. This scope of services assumes that a base HEC-RAS hydraulic model is available. If one is not available, Kimley-Horn can develop an existing condition model as additional services.
- E. Develop a revised existing model by updating the base model with topographic survey listed under a separate task.
- F. Develop the proposed condition model for one (1) proposed alternative configuration for the proposed bridge widening. This task consists of analyzing the hydraulic impacts of this alternative in relation to City criteria for the fully developed 100-year design storm and the existing 100-year design storm. Modeling will consist of grading or erosion control as needed to address impacts.
- G. Perform floodway modeling for the existing 100-year storm event.
- H. Perform a scour analysis for the proposed alternative.
- I. Prepare a Preliminary Floodplain Study submittal to the City to report the proposed condition floodplain design. Kimley-Horn will submit a digital pdf of the Preliminary Floodplain Study. The Preliminary Floodplain Study is anticipated to consist of hydraulic analyses for the fully developed 100-year and existing 100-year storm events and will also consist of the following information:
 - Report text
 - Effective hydraulic data
 - · Revised Existing hydraulic data
 - Proposed hydraulic data
 - Floodway data
 - Floodplain workmaps
 - Digital files
- J. Kimley-Horn will address up to one (1) round of reasonable City comments from the Preliminary Floodplain Study submittal. Reasonable is defined as comments that are minor and corrective in nature, and do not alter the scope and amount of effort assumed and identified in this



agreement. Response to additional rounds of comments will be considered Additional Services.

- K. Perform hydraulic modeling for final design revisions and any associated grading and erosion control and update Floodplain Study.
- L. Size rock riprap if included in the design.
- M. Prepare a Floodplain Development Permit.
- N. Kimley-Horn will submit the final Floodplain Study in digital pdf format.
- O. This task includes up to one meeting with City staff to discuss the floodplain and hydraulic analysis.

Task 6. Environmental Analysis

(\$7,000 LS)

- A. Proposed Preliminary Jurisdictional Determination
 - This task will consist of a review of readily available aerial photography and published data
 for the property, including United States Geological Survey (USGS) topographic maps and
 United States Department of Agriculture (USDA) soils maps. This task also consists of
 field reconnaissance of the study area to determine the extent of potentially jurisdictional
 wetlands and other waters of the U.S. that may be subject to Section 404/401.
 - Prepare a Proposed Preliminary Jurisdictional Determination report. This effort will be performed by a qualified scientist. The delineation will be based on the professional judgment of Kimley-Horn, its use of the USACE 1987 manual (as modified by the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, Version 2, March 2010), and it is understood that final authority over the delineation of waters of the United States lies with the appropriate federal agency. Potentially jurisdictional areas will be described in the text of the report and will be graphically depicted on aerial photography and other base data to provide an understanding of the potentially jurisdictional areas. Kimley-Horn does not anticipate the need to flag or survey aquatic features. If this is required, it can be performed as an additional service under a separate scope of work.
- B. USACE Permitting Nationwide Permitting Memorandum to File (Non-Notification)
 - Kimley-Horn will provide a descriptive memo discussing the use of Nationwide Permit 14 (Linear Transportation Projects) under a 'non-notification' scenario. The memo can be used to document the 'non-notification' permitting scenario and to provide the selected contractor with information relating to permit compliance. A description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification will be included. Though no coordination with the Corps is proposed, the use of this permit constitutes compliance with appropriate Federal regulations. All terms and conditions of the permit must be met by the City.
 - If any triggers for notification to the Corps are met, then it will be necessary to prepare a preconstruction notification under a separate letter agreement. This may be the case if:
 - The permit General or Regional Conditions cannot be met;
 - Specific triggers for notification to the Corps are met within the permits;



- The impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10-acres and less than 0.50-acres at each separate, single and complete crossing); or
- City requests verification from the Corps.
- If impacts exceed 0.50-acres at any separate, single and complete crossing, then an Individual Permit would be required and would be pursued under a separate letter agreement.
- This scope is based on the understanding that proposed impacts to waters of the U.S. are
 less than 0.10-acre at each separate, single and complete proposed crossing, the project
 will not include impacts to 'special aquatic sites' including wetlands, and will not result in
 stream channelization. Task 6.A is necessary to complete this task and consists of field
 work to collect data necessary to prepare the NWP 14 Memorandum to File.
- The memo will consist of the following information:
 - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
 - Site visit photographs to document existing/preconstruction conditions;
 - A copy of the NWP 14 permit language with General Conditions;
 - State Water Quality Certifications and Conditions;
 - NWP Regional Conditions for Texas;
 - Threatened and Endangered Species information from readily available databases; and
 - Document known cultural resource information from readily available databases.
- This task assumes coverage under the 2017-2022 nationwide permits.

Task 7. Traffic Signal at Cannon Gate Drive

(\$27,000 LS)

Kimley-Horn will prepare traffic signal layout, details, specifications for the design of a traffic signal at the intersection of Matlock Road and Cannon Gate Drive. The signal design will consist of a pedestrian signal for crossing Cannon Gate Drive on the west leg of the intersection and trail crossing on the south leg of the intersection. The design will be done in accordance with City's and TxDOT specifications and standards. It is assumed that the traffic signal plans will be incorporated into the overall design plan set. A standalone plan set will not be required traffic signal submittal.

Kimley-Horn will prepare following plan sheet and submittal materials for the traffic signal design.

- Traffic Signal General Notes: Showing general notes related to proposed traffic signal construction based on City and TxDOT standards.
- Quantity Summary Sheets: Showing summary of anticipated bid items and quantities necessary for the traffic signal construction at this intersection.
- Existing Conditions Plan: Showing existing conditions including existing traffic control at this intersection.
- <u>Traffic Signal Layout Plan</u>: Showing traffic signal layout consisting of pole locations, signal heads, cabinet, conduits, detection, communication, and luminaires.
- Traffic Signal Equipment Details: Showing blowups for each corner, if necessary.
- <u>Traffic Signal Summary Charts</u>: Showing design summary charts consisting of conduit and cable, cable inside the pole, cable termination, signal heads, detection charts, pedestrian timing charts and pole summary.



 Applicable City and TXDOT Standard Details: Showing applicable standard details for new traffic signal construction at this intersection.

Task 8. Opinion of Probable Construction Costs

(\$6,000 LS)

Based on the approved civil plans or at a point the City deems the design to be substantially complete, Kimley-Horn will prepare an opinion of probable construction cost (OPCC). This projection will consist of approximate quantities and unit prices for each item identified. The City will review the OPCC for review and input. If revisions are required to reduce cost, an addendum will be issued prior to design.

Task 9. Submittals (\$4,000 HR)

Kimley-Horn will prepare for project submittals and responses to review comments beyond the effort otherwise included in Task 1. Kimley-Horn has budgeted up a maximum of \$4,000 for this task based on 20 hours of effort.

Task 10. TDLR Review and Inspection

(\$2,000 LS

Through a Registered Accessibility Specialist (RAS) subconsultant, Kimley-Horn will register the project with TDLR and have the design drawings reviewed for compliance with the Americans with Disabilities Act and the most current Texas Accessibility Standards. At the completion of construction, the RAS will perform a field inspection of the accessibility features of the project.

Task 11. Franchise Utilities Coordination

(\$4,000 HR)

Kimley-Horn will perform the following services with the franchise utilities:

- Identify franchise utility contacts.
- Request each franchise utility to verify existing utility lines and appurtenances, identify size, material, type, and location and submit mark-ups to Kimley-Horn.
- Send one (1) set of drawings in PDF format to each of the following franchise utilities for review and comment upon City approval of plans:
 - Electrical
 - o Gas
 - Communication/Fiber
- Investigate potential conflicts and coordinate with City staff in support of their efforts to coordinate with the franchise utilities.
- Prepare for and attend up to three (3) coordination meetings with the City and franchise utilities.

Kimley-Horn has budgeted up a maximum of \$4,000 for this task based on 20 hours of effort.

Task 12. Technical Specifications for Bidding

(\$2,000 LS)

Kimley-Horn support the City for bidding service efforts as part of the City Bid Instructions Manual. It is anticipated that the City will handle Project Manual, bid tab and bid opening. Kimley-Horn will provide technical specifications to the City.



Task 13. Response to RFIs and Shop Drawings

(\$10,000 HR)

<u>Clarifications and Interpretations</u>: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents. Any authorization of variations form the Contract Documents will be made by the City.

<u>Review and Respond to Shop Drawings.</u> Kimley-Horn will review and approve or take appropriate action with respect to Contractor submitted shop drawings, product samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Kimley-Horn has budgeted up a maximum of \$10,000 for this task based on 50 hours of effort..

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Street lighting.
- Curb Relocations.
- Public Meetings
- Infield Construction Support Services.
- Additional hours for RFIs or Construction Phase Services.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The survey will be provided by the City.

Schedule

Tasks 1 through 8 will be completed within four (4) months, exclusive of City review time. Task 9-12 will be completed in a timely manner based upon coordination and bid processes. Additional services, if desired, will be performed in a timely manner upon authorization by the City.

Fee and Expenses

Kimley-Horn will perform the services on a lump sum (LS) and hourly (HR) basis. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1	Base Trail Section 3B Civil Construction Documents	\$ 41,500 (LS)
Task 2	Alternative Trail Section 3B Civil Construction Documents	\$ 28,500 (LS)
Task 3	Pedestrian Bridge Design	\$ 50,000 (LS)
Task 4	Geotechnical Services for Pedestrian Bridge Design	\$ 11,000 (LS)
Task 5	Hydrologic Analysis	\$ 54,000 (LS)
Task 6	Environmental Analysis	\$ 7,000 (LS)



Task 9 Task 10 Task 11 Task 12	Signal Design at Cannon Gate Drive Opinion of Probable Construction Cost Submittals and Permitting TDLR Review and Inspection Franchise Utility Coordination Technical Specifications for Bidding Response to RFIs and Shop Drawings	\$ 27,000 (LS) \$ 6,000 (LS) \$ 4,000 (HR) \$ 2,000 (LS) \$ 4,000 (HR) \$ 2,000 (LS) \$ 10,000 (HR)
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Total Not to Exceed Fee

\$247,000

Kimley-Horn will perform the Lump Sum (LS) Tasks for the total lump sum labor fee indicated. In addition to the lump sump labor fees, Kimley-Horn will perform the Hourly (HR) services a labor fee plus expense basis with the maximum labor fee shown above. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Mansfield.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

 Please email all invoices to	
 Please copy	

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a copy of this Agreement in the spaces provided below and return a copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

[Remainder of page intentionally left blank]



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jeff Whitacre, P.E., AICP, PTP Project Manager

Scott R. Arnold, Vice President

CITY OF MANSFIELD

Attachment – Standard Provisions Rate Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter

1

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- (1) Consultant's Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 30th day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

- (5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- (6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- (7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.
- (8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
- (9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- (10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.
- (11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- (12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the

Consultant to violate applicable rules of professional responsibility.

- (13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- (14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

- (a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- (b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- (c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- (16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- (17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- (18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4523

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Consider Awarding a Contract to Designing Local, Ltd. for a Cultural Arts Master Plan Study in an Amount Not to Exceed \$140,000

Requested Action

Consider Approving Resolution

Recommendation

Approve Resolution

Description/History

In an effort to align the arts within our True North guiding principles, provide a framework for public art, plan for arts facilities, achieve state cultural district designations and enhance quality of life in Mansfield, city staff began researching cultural arts planning in 2018.

Upon direction from the City Council, funding was designated in FY2022 to begin a cultural arts master plan.

Requests for qualifications were advertised in the Star Telegram on November 10, 2021 and November 17, 2021 as well on CivCast. Six firms submitted qualifications for consideration. A committee of staff reviewed and evaluated the submissions choosing three firms for an additional interview and presentation.

Justification

Creating a Cultural Arts Master Plan will help us meet the needs of our residents, bring in visitors, grow our local economy, and enhance quality of life.

Funding Source

General Fund Hotel/Motel Funds

Prepared By

Rosalie Gilbert, Cultural Arts Supervisor Rosalie.Gilbert@mansfieldtexas.gov 817-728-3383

RESOLUTION NO
A RESOLUTION TO CONSIDER AWARDING A CONTRACT TO DESIGNING LOCAL, LTD. FOR A CULTURAL MASTER PLAN STUDY IN AN AMOUNT NOT TO EXCEED \$140,000
WHEREAS, the City wishes to provide a framework for public art; and.
WHEREAS, the City wishes to plan for future arts facilities; and.
WHEREAS, the City wants to achieve a state cultural district designation; and,

WHEREAS, the City of Mansfield has publicly advertised and requested qualifications in November, 2021; and,

WHEREAS, after review of the qualifications received, City Council has determined that it is in the best interest of the citizens of Mansfield to award a contract to Designing Local, Ltd. for a Cultural Arts Master Plan study.

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

SECTION 1.

That the City Council directs and authorizes the City Manager or his designee to execute a contract with Designing Local, Ltd. for a Cultural Arts Master Plan study in an amount NOT TO EXCEED One Hundred Forty Thousand Dollars and 00/100 (\$140,000).

SECTION 2.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 14TH DAY OF FEBRUARY, 2022.

	Michael Evans, Mayor
ATTEST:	



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4527

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing an Amendment to the BRW Architects Inc. Contract for the New Mansfield Police Department Design in the amount of \$733,000.00 to the new Contract Total of \$2,593,000.00

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

A resolution of the City of Mansfield, Texas Authorizing the City Manager to enter into agreement of an architecture contract change for the building of the new Mansfield Police Department with BRW Architects Inc.

The contract change is from the original amount of \$1,860,00.00 to \$2,593,000.00, an increase of \$733,000.00. The original amount allocated was for a Remodel/Build contract, with the route of a new building completely, the contract needs amending.

Justification

To complete the design and build of a new Police Department.

Funding Source

Police Department construction allocation

Prepared By

Jason Turpinat, Asst. Chief, Mansfield Police Department (817)804-5712

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT OF THE CONTRACT TO BROWN, REYNOLDS, WATFORD ARCHITECTS, OF DALLAS, TX, FOR ARCHITECTURAL SERVICES FOR THE NEW MANSFIELD POLICE DEPARMTENT, AND; AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY TO INCREASE THE EXISTING CONTRACT FROM \$1,860,00.00 TO THE NEW AMOUNT OF \$2,593,000.00, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City Council of the City of Mansfield desires build a new headquarters for the Mansfield Police Department; and,

WHEREAS, City staff has negotiated a proposed fee increase of \$733,000.00 with Brown, Reynolds, Watford Architects to provide additional professional services for architectural and engineering services, including design, contract and construction administration for a complete demolition and build of a new Mansfield Police Headquarters; and,

WHEREAS, Brown, Reynolds, Watford Architects has extensive experience in the design of law enforcement facilities which will bring significant value to the project; and,

WHEREAS, as authorized by Texas Government Code Sec. 2269.053, the City Council desires to delegate its authority under Chapter 2269 to the City Manager and desires to designate the City Manager as its designated representative for purposes related to this Project.

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

SECTION 1.

The City Council hereby approves a contract amendment with Brown, Reynolds, Watford Architects for the architectural services of the Project and authorizes the City Manager to execute an agreement on behalf of the City, subject to final review and approval of the City Attorney.

SECTION 2.

The City Council hereby delegates its authority under Texas Government Code Chapter 2269 to the City Manager, designates the City Manager as its designated representative for purposes related to this Project, and authorizes the City Manager and his designee(s) to take all actions necessary to accomplish the purposes and actions authorized herein.

SECTION 3.

No delegation of authority under Section 2 of this resolution will limit the City Council's ultimate authority to select an offeror and approve a contract pursuant to Section 2269.155 of the Texas Government Code.

Resolution NoPage 2 of 2	22-4527
SECTION 4.	
This resolution shall take effect immediately upon adoption.	
PASSED AND APPROVED THIS THE 14 TH DAY OF FEBRUARY, 2022.	
Michael Evone Mover	
Michael Evans, Mayor	
ATTEST:	
Susana Marin, City Secretary	

$\blacksquare AIA^{\circ}$ Document G802 - 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

Mansfield Police Station Additions and

Renovations Mansfield, TX

BRW Project No.: 221081.00

OWNER: (name and address)
City of Mansfield
1305 E. Broad Street

Mansfield, TX 76063

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AGREEMENT INFORMATION:

Date: June 30, 2021

AMENDMENT INFORMATION:

Amendment Number: 01

Date: February 2, 2022

ARCHITECT: (name and address)
Brown Reynolds Watford Architects,

Inc. (BRW)

3535 Travis Street, Suite 250

Dallas, TX 75204

The Owner and Architect amend the Agreement as follows:

- One (1) Basic Service item shall be removed from BRW's scope. "Incorporating the Contractor's as-built redlines into the Record Drawings".
- One Additional Service item, identified in the contract but are not included in the contract total, will be removed from BRW's scope and contract. It is the Phased Project Delivery. There will be no fee change to the contracted amount.

BRW will provide the following:

- Enhanced Construction Administration as requested.
- 3rd party Storm Shelter Engineering Reviews for IECC 500 Strom Shelter, that is required for a new two-story police facility.
- An abbreviated Schematic Design Phase to accommodate the City of Mansfield's change in scope from a renovation and addition design to a two-story new construction facility.
- Design a new two-story police facility with a total Guaranteed Maximum Price (GMP) not to exceed \$29.2 million for a contract amount increase of \$615,000.00.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Contract Total	\$1,860,000.00
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Amendment 1

- Scope reduction (Revit Record Drawings)	(\$	9,000.00)
- Enhanced Construction Administration	\$	35,000.00
- 3rd Party Storm Shelter Review	\$	20,000.00
- Abbreviated Schematic Design Phase	\$	72,000.00
- Construction Cost Limit (CCL) scope increase	\$	615,000.00
Amendment 1 Total	\$	733.000.00

NEW CONTRACT TOTAL NOT TO EXCEED

\$2,593,000.00

Schedule Adjustment:

A proposed Project Schedule, to accommodate the increased project scope, has been submitted for review to both the City of Mansfield and the project's Construction Manager at Risk.

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Brown Reynolds Watford Architects,

ARCHITECT (Firm name)

SIGNATURE

Mark E. Watford, FAIA

Principal

PRINTED NAME AND TITLE

DATE

City of Mansfield

OWNER (Firm name)

SIGNATURE

Joe Smolinski, City Manager

PRINTED NAME AND TITLE

DATE



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4511

Agenda Date: 2/14/2022 Version: 1 Status: Consent

In Control: City Council File Type: Special Event

Agenda Number:

Title

Request for Special Event Permit: Mansfield Pickle Parade & Palooza

Requested Action

Approval of the Special Event Permit for the Mansfield Pickle Parade & Palooza.

Recommendation

City staff has reviewed the application and recommends the same.

Description/History

This is an annual event hosted by the Pickled Mansfield Society and will take place on March 18-19, 2022. The event will include a Pickle Parade, live music, vendor and food markets, two children's area, live cowboy show, pet parade, baby parade, parking, petting zoo.

Justification

n/a

Funding Source

n/a

..City Contact

Angie Henley, Special Events Supervisor Convention and Visitors Bureau 817-728-3386

Prepared By

Jennifer Johnston, Development Coordinator Planning and Zoning 817-276-4229

Applicant: Amanda Kowalski 817-733-4171



1200 East Broad Street, Mansfield, TX 76063 www.mansfieldtexas.gov Fax: 817-728-3639

Special Event Application

Organization/Group: Pickled Mansfield Society	Date: 1/18/22
Applicant: Amanda Kowalski	
Applicant's Address: 4 River Crest Court	Phone No. 817-733-4171
*Will be called or emailed for more information need when the permit is ready for pick-up	led and/or Email: kowboys@flash.net
blocks of E. Broad St.; 100-210 block of Smith W. Broad St.; 100-300 blocks of S. Waxahachie of North St.	n St.; 100-400 blocks of South Main St.; 100-600 St.; 100-603 blocks of E. Dallas St.; 100 block of e St.; 100-300 blocks of Graves St.; 100-200 blocks
Description & Activities: Pickle Parade, live music, vendor and food show, pet parade, baby parade, parking, per parade, parade	etting zoo.
Date of Event: March 18-19, 2022	Hours of Event: 9 a.m. March 18 through 11:59 p.m. March 19, 2022
Public Invited or Private Party? Public event	Estimated Number of Attendees 40,000
Is the event in a Mansfield Park? No	*If yes, Insurance is required
Do you plan to Temporarily Close a Public Street? Ye	*If yes, Insurance is required
Is the event on Private Property other than your own	n? Yes *If yes, signed permission is required
Will there be any new or temporary electric line	es installed? No
*If yes, a registered Electrician must obtain a permit. Indic	ate the line locations on the site plan.
Will you be using generators? Yes	*If yes, show location on the site plan
Do you plan to have any Tents? No	*If yes, a separate permit is required.
Do you plan to have any pop-up canopies? Yes	
Do you plan to have any Promotional Signs? (banners, streamers, balloons) No	*If yes, a separate permit is required
City of Mansfield Assistance Requested:	
Barricades/ Street Closure? Yes	*If yes, show on site plan where you want to have barricades. A resident roster must be submitted for a block party.
Police/Traffic Control/Security? Yes	*If yes, attach an explanation and the name of the person you are working with
 For all outdoor activities, a site plan must be show where all items will be located on the si If Insurance is required, the City of Mansfield All documents must be turned in at the same before the date of your event. 	must be listed as "Additional Insured". time. Please allow enough time for review and approval
Applicant's Printed Name:	Applicant's Signature:
Amanda Kowalski	



1200 East Broad Street, Mansfield, TX 76063 www.mansfieldtexas.gov Fax: 817-728-3639

Promotional Signage Display Application

	Promotic	onai Sig	nage Di	spiay Ap	<u>oncation</u>				
Installation Address	Main Street	in Street							
Tenant/Business Pickled Mansfield Society									
Applicant*Amanda KowalskiPhone No.8					317-733-4171				
*Will be called for any questions and/or when the permit is ready for pick-up E-mail: kowboy					kowboy	/s@flash.net			
Sign Company									
Co. Name Contact Person									
Phone No. E-mail									
Purpose of Sign									
Special Event Sale or Promotion Grand Opening Other *signs are not allowed to be put up until permit is issued and paid for									
Date Requesting Di		^r signs are r	not allowed t	o be put up u	ntil permit is	issued ar	nd paid for		
Type of Sign									
Banner Qua	antity: Heigh	t and Width	n in Feet						
Rooftop Balloon	Quantity: Wind	Signs (ne	ennants, str	reamers) [Quar	ntity:			
Roortop Balloon	Quantity. Wind	Signs (pc	illialits, sti	carriers) _	_ Quai	itity.			
Please read and In									
THIS PERMIT APPLICATION WILL BE AUTOMATICALLY <u>DENIED</u> IF ALL INFORMATION IS NOT COMPLETED/PROVIDED.									
1. SIGN CONTENT: For all signs, include a simple drawing or attach a picture of									
the sign, showing si put up for the pror		nensions.	List eve	rything th	at you pl	an to			
2. SITE PLAN SHO		OF SIGN	l(S):						
	ns or banners, inclu				he building	g with			
	abel dimensions of been signs, show the				buildina o	n the			
B. For all other signs, show the sign and its relation to the building on the property and to the lot boundaries. Label distances of sign(s) from building									
and lot bounda 3. NOTE: One pro		licolay ('tomporar	v signs si	ıch as har	nore			
balloons, streamers									
calendar year, for a							Permit Fee		
ninety (90) days is r	•	•	,				\$40		
-	allowed for a period of twenty-one (21) consecutive days within the first three (3) months of the date of issuance of a certificate of occupancy or business license.								
Applicant's Signature	,								
Property Owner or Manager Printed Name & Signature						*REQUIRED			
FOR OFFICE USE									
Comments FOR OFFICE USE									
				,					
Planning Dept Appr	rove 🗌	Deny		Da	te				

PERMISSION TO USE PRIVATE PROPERTY FOR SPECIAL EVENT (Required if this is not your property or business location)

I, the undersigned, being the property owner or property management representative of the owner for the property described herein below, do grant PIGKIE MANSGIED SOCIETE permission to have their special event on said property. (Person, group or business name) Property address: 500 & DACCAS 8T MANSFIELD TO Please check all that apply: Entire Special Event, including all activities listed, are approved be held at this location. Approved for overflow parking and/or shuttle area to be held at this location. Approved to place promotional signage at this location, if the required permit is obtained. (I am aware this will use up one of the three (3) times a calendar year maximum for this location) Approved to place a Tent(s) and/or canopy for the event. (Note: a Tent requires a permit) ☐ Approved to place Bounce Houses, Petting Zoo, Children's Games and/or Kid's activities Misc. Approved: Det up & RUN / PLRADE LINE-4P Signature of Property Owner or Property Management Company Julie E. Cosby Business Office Myr Glosly for y Kelley Printed Name/ Job Title ## 25 817 473 6709 X2120

Contact Phone Number j. cosby@stjudemunsfieldtx.org
Email Address



CERTIFICATE OF LIABILITY INSURANCE

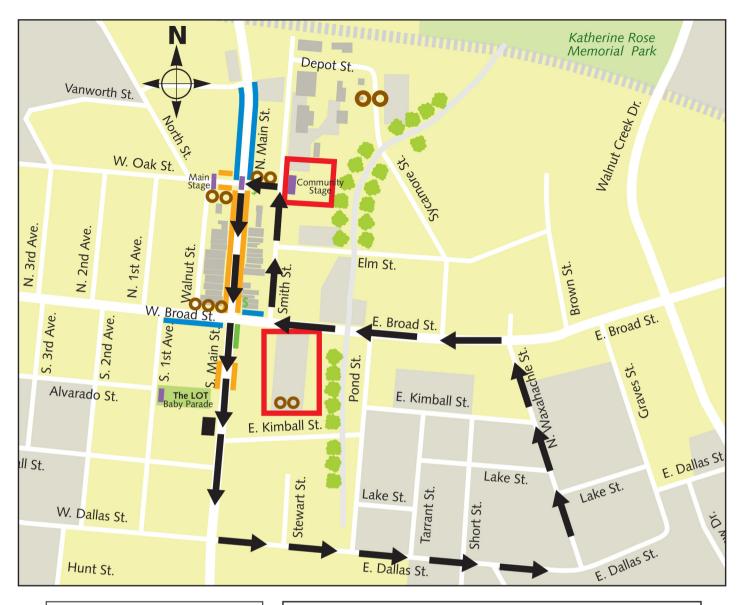
DATE (MM/DD/YYYY) 01/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A state	ment	on	
PRODUCER					CONTACT Rolanda Malkowski						
	f Insurance				NAME: INDIANIA INIANOWSKI						
					(A/C, No, Ext): (A/C, No): (210) 020 7001						
200	9 NW Military Hwy				ADDRESS: rolanda@kaliff.com						
San	Antonio			TX 78213	INSURER(S) AFFORDING COVERAGE					NAIC #	
INSU					INSURER A.						
INSU	Pickled Mansfield Society				INSURER B:						
	900 N. Walnut Creek Dr				INSURER C:						
					INSURE						
	Suite 100 PMB 270	TV 70000			INSURE						
	Mansfield			TX 76063	INSURE	RF:					
_				NUMBER: CL211210239				REVISION NUMBER:			
IN CI	IIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERT. (CLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, T DLICIE	:NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTRA E POLICI	ACT OR OTHER IES DESCRIBEI CED BY PAID CL	R DOCUMENT \ D HEREIN IS S _AIMS.	WITH RESPECT TO WHICH TI	HIS		
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5		
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	_{\$} 100,	000	
								MED EXP (Any one person)	s N/A		
Α				CPP 0107574 01		08/23/2021	08/23/2022	PERSONAL & ADV INJURY		0,000	
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	PRO-							PRODUCTS - COMP/OP AGG	\$ 1,000,000		
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	DED RETENTION \$ WORKERS COMPENSATION							PER OTH-	\$		
AND EMPLOYERS' LIABILITY Y / N								PER OTH- STATUTE ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A						E.L. EACH ACCIDENT	\$		
(Mandatory in NH) If yes, describe under								E.L. DISEASE - EA EMPLOYEE	\$		
DESCRIPTION OF OPERATIONS below		 						E.L. DISEASE - POLICY LIMIT	\$		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	-			=	-					
ADL	DITIONAL INSURED AS RESPECTS TO IN	SURE	D'S O	PERATIONS AS CONTRACT	IUALLY	OBLIGATED: 0	City of Mansfie	ıld.			
Date	es: March 18-19, 2022										
CEI	RTIFICATE HOLDER				CANC	ELLATION					
City of Mansfield 1200 E. Broad St.					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHO	RIZED REPRESEN	NTATIVE				
Mansfield TX 76063				Mitchell H Kalil							

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FREE Parking at these locations:

Legacy High School (Shuttle service to downtown) Alice Ponder Elementary School Worley MIdle School R.L. Anderson Stadium Geyer Field

FRIDAY

Cornhole Tournament (Smith St.)
Beer Keg Races (Main St.)
Free Concert (Main Stage)
Food/Market Vendor/Sponsors

SATURDAY

Pickle Runs
Baby Parade (The LOT)
Pet Parade (The LOT)
Shenaniguns (Main St)
Free Concerts
(Main Stage and The LOT)
Contests (Main Stage)
Food/Market Vendor/Sponsors

Parade Weekend Schedule

Friday, March 18, 2022:

9 a.m. Main Street and Oak Street close

9 a.m. Set up begins

Noon-6 p.m. Run pickup

5-9 p.m. Vendors open

6-9 p.m. Cornhole tournament on Oak and Smith streets

6-7 p.m. Beer Keg races on Main Street

7-9 p.m. Cody Wayne performs on Main Stage on Oak Street (in front of Jalisco's)

Saturday, March 19, 2022

6 a.m. Setup begins in downtown

6 a.m. Run setup begins at St. Jude

7 a.m. Late run packet pickup at St. Jude

8 a.m. 10k run begins at St. Jude

8:15 a.m. 5k run begins

9 a.m. Kids K begins

9 a.m.-noon Rental Rockers perform on Main Stage on Oak Street

10 a.m. Parade lineup begins at St. Jude and surrounding streets

10 a.m. Kids areas open in Mellow Mushroom parking lot and at Oak and Smith streets parking lot

10 a.m.-7 p.m. Vendors open

10 a.m. Community stage opens at Oak and Smith parking lot

10 a.m. Baby Parade at The LOT

10 a.m.-6 p.m. Beer tents open at tire stores

- 10:30 a.m. Shenaniguns show at Broad and Main streets
- 10:45 a.m. Dallas Cowboys Cheerleaders arrive at St. Jude
- 11 a.m.-noon Dallas Cowboys Cheerleaders sign autographs at Queens Booth on Main and Announcer Booth on Broad St.
- 11:30 a.m. Pet Parade at The LOT

Noon Shenaniguns show at Broad and Main streets

- 12:30 p.m. Dallas Cowboys Cheerleaders perform on Main Street
- 1-2:30 p.m. Pickle Parade begins at St. Jude
- 2:30-4 p.m. Kevin Fowler performs at Main Stage
- 2:30-4 p.m. Band performs at The LOT
- 3:30 p.m. Shenaniguns show at Broad and Main streets
- 4:15 p.m. David Cook presentation at Main Stage
- 4:30 p.m. Parade awards
- 5 p.m. Pickle Queens and Consorts perform at Main Stage
- 4:45 p.m. Pickle Juice drinking, Pickle eating and Pie eating contests at Main Stage
- 4:45 p.m. Shenaniguns show at Broad and Main streets
- 5:15-7 p.m. Final band performs at Main Stage
- 7 p.m. Cleanup begins
- 11:59 p.m. Streets cleared and reopened



Jennifer Johnston < jennifer.johnston@mansfieldtexas.gov>

Fwd: Special Event Application- Amendments

1 message

Angie Henley <angie.henley@mansfieldtexas.gov>
To: Jennifer Johnston <jennifer.johnston@mansfieldtexas.gov>

Tue, Feb 8, 2022 at 4:58 PM

This will go along with Cheif Fowlers email.

----- Forwarded message ------

From: Angie Henley <angie.henley@mansfieldtexas.gov>

Date: Tue, Feb 8, 2022 at 4:57 PM

Subject: Re: Special Event Application- Amendments To: AMANDA KOWALSKI kowboys@flash.net>

Chief Fowler has made all of the adjustments and included the following notes on the application.

Our booths will range in size from 10x10 to 10x20 and food vendors will be 20 x15, 30 x15 or 40 x15. The size of the actual booths will not matter as long as all of the booths run 10 feet from the curb out into the street. The longer distance will be along the curb.

All vendors will be in the street if that's what you mean by curb line. That was in the permit.

If by people panels you mean barricades, they cannot be removed until after the event. They are moved to the center of the street in the 100 block of Main Street after the parade comes through. To completely remove them after the parade would require several trucks and trailers to enter the barricaded area where thousands of people will still be attending events and shopping with vendors.

This is correct, they are to be moved to the center of the street as you have done in the past.

Barricades cannot be 12 feet from the vendors because that would put them in the middle of the street and we would be unable to have a parade.

Chief Aaron advises if the tents run from the curb line 10 feet, then the people's barricades can be 10 to 12 feet from them. This will allow for at least 32 feet of roadway for the parade. * The entire roadway from curb to cub is 76 feet.

We can post handicap signs at the parking lot at Broad and Walnut. We cannot monitor it, however, because we have been told numerous times by the Mansfield Police that private citizens cannot enforce no parking.

Chief Aaron advises this needs to be posted handicapped and staffed by Pickle Palooza personnel. They can enforce it because it will need to be a part of the special event permit approval by the city council. Access to this lot can be from West Broad or Walnut. There are approximately 60 parking slots in this lot that will accommodate handicapped individuals wanting to attend the events.

At the Jan. 7 meeting, the Fire Department agreed to go out the back of Fire Station No. 1 until after the run ends at 10 a.m. They will also not be able to go out the front during the parade because they would hit thousands of parade-goers.

South main will be closed for the run and the parade. After the parade, the barricade will be moved just north of the Lot to allow FD to enter and exit Fire Station 1 on S. Main. This had been discussed with David Holland.

Also included on the application notes are the following:

Business Access:

- No vendors on West Broad to allow Texas Tire access to their business from the rear on Friday and Saturday.
- A-1 Cleaners will be able to access their business from Smith Street on Friday and Saturday under the current traffic plan. This will only be disrupted during the parade.
- Pistol Pete's and 2.0 Hair Salon on Smith Street will have access to their business from Depot Street on both Friday and Saturday under the current traffic plan.
- Sardis Tire will have access to the back of their business from Walnut Street on Friday and Saturday under the current traffic plan.
- 21 days prior to the event (Friday, February 25th)- We will need a list of businesses that are affected by the
 road closures for the Pickle Event and include the contact for each business that was informed of the event
 timeline and road closures.

We will see you on Monday at the City Council meeting.

Thank you, Angie Henley

On Tue, Feb 8, 2022 at 1:26 PM AMANDA KOWALSKI <kowboys@flash.net> wrote:

Hello everyone,

Attached please find all of the items requested for the special events permit.

Please reply so that I know that this was received before 5 pm Tuesday deadline. I was able to get in touch with Heritage Baptist Church. Their permission form is attached.

Also, please see my response to several of the requirements below:

Our booths will range in size from 10x10 to 10x20 and food vendors will be 20 x15, 30 x15 or 40 x15.

All vendors will be in the street if that's what you mean by curb line. That was in the permit.

If by people panels you mean barricades, they cannot be removed until after the event. They are moved to the center of the street in the 100 block of Main Street after the parade comes through. To completely remove them after the parade would require several trucks and trailers to enter the barricaded area where thousands of people will still be attending events and shopping with vendors.

Barricades cannot be 12 feet from the vendors because that would put them in the middle of the street and we would be unable to have a parade.

We can post handicap signs at the parking lot at Broad and Walnut. We cannot monitor it, however, because we have been told numerous times by the Mansfield Police that private citizens cannot enforce no parking.

At the Jan. 7 meeting, the Fire Department agreed to go out the back of Fire Station No. 1 until after run ends at 10 a.m. They will also not be able to go out the front during the parade because they would hit thousands of parade-goers.

Thank you,

Amanda Kowalski Pickled Mansfield Society

On Tuesday, February 8, 2022, 10:45:08 AM CST, Angie Henley angie.henley@mansfieldtexas.gov wrote:

Amanda,

I have forwarded your responses to Chief Aaron for him to review and respond. I know in the January 7th meeting the majority of these bullet points were items that were discussed and initially requested for safety measures.

Thank you, Angie

On Tue, Feb 8, 2022 at 8:51 AM AMANDA KOWALSKI kowboys@flash.net wrote: Angie,

Several questions:

Our booths will range in size from 10x10 to 10x20 and food vendors will be 20 x15, 30 x15 or 40 x15.

All vendors will be in the street if that's what you mean by curb line. That was in the permit.

If by people panels you mean barricades, they cannot be removed until after the event. They are moved to the center of the street in the 100 block of Main Street after the parade comes through. To completely remove them after the parade would require several trucks and trailers to enter the barricaded area where thousands of people will still be attending events and shopping with vendors.

Barricades cannot be 12 feet from the vendors because that would put them in the middle of the street and we would be unable to have a parade.

We can post handicap signs at the parking lot at Broad and Walnut. We cannot monitor it, however, because we have been told numerous times by the Mansfield Police that private citizens cannot enforce no parking.

We have tried to contact someone at Heritage Baptist Church every day since you sent me the requirement last week. They are not in the office. I will continue to try.

At the Jan. 7 meeting, the Fire Department agreed to go out the back of Fire Station No. 1 until after run ends at 10 a.m. They will also not be able to out the front during the parade because they would hit thousands of parade-goers.

I will make the other changes and have them to you today.

Amanda

On Monday, February 7, 2022, 02:23:28 PM CST, Angie Henley <angie.henley@mansfieldtexas.gov> wrote:

Amanda,

We currently have the Special Event Permit Application for The Pickle Parade scheduled to go to the council for approval on February 14th. In order for the application to be included in the council packets, we will need the application with all of the amendments added turned in to city hall by 5:00 pm Tuesday, February 8, 2022.

The application was submitted on January 18th however it did not include the changes that were agreed upon in our meeting on Friday, January 7th. You will need to update the application with the amendments from that meeting and the requests from the Police Department that we have discussed in our email correspondence. I have included a list of items that will need to be added:

- Maximum 25 food vendors
- Maximum 50 retail vendors
- Maximum 90 parade floats (includes any city participation and excludes police units for escorts)
- · No vendors on Oak Street

- No vendors in from of the Farr Best Theatre (reserved for the Theatre)
- Vendors on Main Street are to be 100 ft. from the corners of Oak and Broad Street
- Vendors are to start on the curb line
- Booths are 10 x 10
- People panels are required for the parade and removed upon completion
- People panels are to be approximate 12 ft. from vendors
- Parade roadway clearance is a minimum of 30 feet (32 feet desired)
- · Remove The Lot as a venue
- List new location for Baby Parade, Pet Parade, and Band (formerly at The Lot)
- Show that the parking lot at Broad and Walnut will be reserved (and have signs throughout) for handicapped parking only and will be staffed for the duration of the event by your organization.
- Block numbers currently have 100-800 blocks of North Main and should say 100-500 blocks
- North Street needs to show that it is open the entire event
- Need to include Permission to Use Private Property for Special Event form for Heritage Baptist Church- Vendor Parking lot
- Include Run Maps with application
- Include the map that shows Main Street will not be closed down during the run, allowing the fire department to exit from the front on Main Street for emergency calls

If there are any other items that come to my attention I will send them over as soon as I get them. Please let me know if you have any questions.

Thank you!

Angie Henley, CFEE

Special Events Supervisor City of Mansfield 817-728-3386





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Jennifer Johnston < jennifer.johnston@mansfieldtexas.gov>

Special Events Permit (Pickle Parade and Palooza)

1 message

Gary Fowler <gary.fowler@mansfieldtexas.gov>

Tue, Feb 8, 2022 at 4:30 PM

To: Jennifer Johnston < jennifer.johnston@mansfieldtexas.gov>

Cc: Angie Henley <angie.henley@mansfieldtexas.gov>, Justin Graves <justin.graves@mansfieldtexas.gov>, Gary Fowler <anyi.fowler@mansfieldtexas.gov>

Jennifer,

I have completed the Police Department's side of the event approval, but placed requirements which will need to be met, thus I did not hit approval at this time. We have been in discussion with Angie and she is working with the event sponsors to get a commitment from them regarding the required items.

If you need anything let me know.

Gary L. Fowler
Assistant Chief of Police
Operations Bureau



Pride-Honor-Integrity

Mansfield Police Department 1601 Heritage Parkway Mansfield, TX 76063

817-276-4723 (Office) 817-999-9617 (Cell) gary.fowler@mansfieldtexas.gov

This message may be an attorney-client communication and/or work product and, as such, is privileged and confidential.



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4512

Agenda Date: 2/14/2022 Version: 1 Status: Approval of Minutes

In Control: City Council File Type: Meeting Minutes

Title

Minutes - Approval of the January 24, 2022 Regular City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the January 24, 2022 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary 817-276-4203



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

Meeting Minutes - Draft

City Council

Monday, January 24, 2022 3:00 PM Council Chambers

REGULAR MEETING

3:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:00 p.m.

Present 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

WORK SESSION

Follow-up Discussion Regarding 2022 Bond Propositions

Chief Financial Officer Troy Lestina summarized the 2022 bond election propositions, including the Multi-Generational Recreation and Library Facility, Linear Trail Expansion, Community Park Improvements, Miracle Field, and Veterans Memorial. He spoke on bond issuance assumptions and tax rate projections, the bond project schedule, and the bond election impact analysis, and answered Council questions. City Manager Joe Smolinski answered questions regarding street projects. Joe and Nick Bulaich, Hilltop Securities, spoke and answered questions on tax rates. There was detailed discussion between Council Members regarding the proposed projects. Direction was given to staff to move forward with the \$7 million Veterans Memorial option.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:17 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:33 p.m. Mayor Evans adjourned the executive session at 7:11 p.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. DC-20-16161

Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Land Acquisition for Future Development

Economic Development Project #21-09

Economic Development Project #21-14

Personnel Matters Pursuant to Section 551.074

Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

Economic Development Project #21-09

Economic Development Project #21-14

Economic Development Project #21-28

Economic Development Project #21-33

Economic Development Project #22-01

Economic Development Project #22-02

6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened the meeting into regular business session at 7:19 p.m.

INVOCATION

Pastor Paul Mints of The Church at Lake Ridge gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Bounds led the Pledge of Allegiance.

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

CITY OF MANSFIELD Page 2

Council Member Leyman led the Texas Pledge.

PROCLAMATION

21-4454

Orion Jean "Spreading Kindness"

Mayor Evans read and presented the proclamation to Orion Jean. Orion Jean's parents spoke on their son's accomplishments and thanked Mayor Evans for the recognition. Orion Jean spoke and presented the Mayor with a signed copy of his book, "A Kids Book about Leadership."

CITIZEN COMMENTS

Mark Castaldo, 109 S Main St. - Mr. Castaldo spoke on parking signage in front of downtown restaurants.

Andrea McMillin, 122 N Main St. - Ms. McMillin spoke regarding the 2nd Annual Feed the Need Food Drive.

Johnny Williams, 1104 Pebble Beach Dr. - Mr. Williams spoke regarding the parklets on Main Street.

COUNCIL ANNOUNCEMENTS

Council Member Leyman spoke regarding Orion Jean's accomplishments.

Council Member Short had no announcements.

Council Member Lewis spoke regarding the HMBA Feed the Need Food Drive.

Mayor Pro Tem Tonore spoke regarding Orion Jean's accomplishments.

Council Member Bounds spoke regarding the City's social media accounts and thanked all who have volunteered for the city.

Council Member Broseh stated God Bless Mansfield.

Mayor Evans spoke regarding the HMBA Feed the Need Food Drive.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Police Chief Tracy Aaron presented an update and answered questions on the remodel of the Police Building and received direction from Council regarding the direction the project should take moving forward.

Troy Lestina informed the Council that Fitch Ratings reviewed the water and sewer debt, affirmed the City's AAA rating, and recognized Director of Water Utilities Jeff Price and his staff for their work.

HMBA: Feed the Need Food Drive - Nicolette Ricciuti

Strategic Initiatives Officer Nicolette Ricciutti spoke on the 2nd Annual HMBA Feed the Need Food Drive benefiting the Mansfield Mission Center.

Communications and Outreach Department Report

<u>22-4489</u> Departmental Quarterly Reports

Staff was available for questions.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Short to authorize the City Manager to enter into and execute a contract to acquire the property as discussed in executive session for Economic Development Project #21-14. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

A motion was made by Council Member Broseh to authorize the City Manager to move forward in negotiations and to execute contracts on Economic Development Project #21-09 as discussed in executive session. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

A motion was made by Council Member Bounds to authorize the City Manager to negotiate and execute the real estate transaction as discussed with City Council on Economic Development Project #21-28. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 1 - Mike Leyman

Abstain: 0

CONSENT AGENDA

21-4456

Resolution - A Resolution to Consider Support for a Grant Application to the Texas Parks and Wildlife Department for Matching Fund Assistance for Development of a Trail Connecting McClendon Park West and McClendon Park East

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION TO CONSIDER SUPPORT FOR A GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR MATCHING FUND ASSISTANCE FOR DEVELOPMENT OF A TRAIL CONNECTING MCCLENDON PARK WEST AND MCCLENDON PARK EAST

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: RE-3814-22

22-4480

Resolution - A Resolution Changing the Designated Authorized Official And Conveying the Power and Authority on the City's Behalf to Apply for, Accept, Reject, Alter or Terminate the Justice Assistant Grant (JAG) Received through the Governor's Office of the State of Texas

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION CHANGING THE DESIGNATED AUTHORIZED OFFICIAL AND CONVEYING THE POWER AND AUTHORITY ON THE CITY'S BEHALF TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE JUSTICE ASSISTANCE GRANT (JAG) RECEIVED THROUGH THE GOVERNOR'S OFFICE OF THE STATE OF TEXAS

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: RE-3815-22

22-4481

Resolution - A Resolution Approving the Purchase and Construction of a New Public Safety Burn Tower in the Amount of \$2,540,410 and Authorizing the City Manager to Execute an Agreement with FireBlast Global, of Corona, CA on Behalf of the City

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION APPROVING THE PURCHASE AND CONSTRUCTION OF A NEW PUBLIC SAFETY BURN TOWER IN THE AMOUNT OF \$2,540,410 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FIREBLAST GLOBAL, OF CORONA, CA ON BEHALF OF THE CITY

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: RE-3816-22

22-4488

Resolution - A Resolution to Authorize the City Manager to Execute an Agreement with Bureau Veritas North America, Inc., of Plano, TX, on Behalf of the City, for Building Plan Review and Inspection Services, Subject to Final Review and Approval by the City Attorney

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BUREAU VERITAS NORTH AMERICA INC., PLANO, TX, ON BEHALF OF THE CITY, FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: RE-3817-22

22-4491

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the City Manager to Enter into an Interlocal Agreement with Kaufman County for the Procurement of Goods and Services

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH KAUFMAN COUNTY FOR THE PURPOSE OF COOPERATIVE PURCHASE OF GOODS, PRODUCTS AND/OR SERVICES

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: RE-3818-22

22-4487

Minutes - Approval of the January 10, 2022 Regular City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the January 10, 2022 Regular City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

22-4492

Minutes - Approval of the January 18, 2022 Special City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the January 18, 2022 Special City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

22-4484 Approval of a Parklet Program Permit Renewal Application for the Parklet

Located at 126 North Main Street in Historic Downtown Mansfield

Council Member Leyman removed this item from the consent agenda. Nicolette Ricciuti answered Council questions.

A motion was made by Council Member Leyman to deny the permit renewal application. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore and Michael Evans

Nay: 1 - Tamera Bounds

Abstain: 0

22-4485 Approval of a Parklet Program Permit Renewal Application for the Parklet Located at 117 North Main Street in Historic Downtown Mansfield

Council Member Leyman removed this item from the consent agenda. Nicolette Ricciuti answered Council questions.

A motion was made by Council Member Leyman to deny the permit renewal application. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore and

Michael Evans

Nay: 1 - Tamera Bounds

Abstain: 0

END OF CONSENT AGENDA

PUBLIC HEARING

21-4461

Ordinance - Public Hearing and Consideration of an Ordinance Setting Forth the Standards of Care for the Recreation Department's Kids Zone Program for the City of Mansfield; Providing for the Operational Standards of the Administration for the Program; Providing for the Inspecting, Monitoring, and Enforcement of the Standards of Care; Providing for the Staffing Levels, Training and Responsibilities for Those Working in the Program, Providing for Facility Standards; Providing for a Cumulative Clause; Providing for a Severability Clause; Providing for an Effective Date

Director of Community Services Matt Young presented the item.

Mayor Evans opened the public hearing at 8:14 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:14 p.m.

A motion was made by Council Member Short to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, SETTING FORTH THE STANDARDS OF CARE FOR THE RECREATION DEPARTMENT'S KIDS ZONE PROGRAM FOR THE CITY OF MANSFIELD; PROVIDING FOR THE OPERATIONAL

STANDARDS OF THE ADMINISTRATION FOR THE PROGRAM; PROVIDING FOR THE INSPECTING, MONITORING, AND ENFORCEMENT OF THE STANDARDS OF CARE; PROVIDING FOR THE STAFFING LEVELS, TRAINING AND RESPONSIBILITIES FOR THOSE WORKING IN THE PROGRAM; PROVIDING FOR FACILITY STANDARDS; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael

Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: OR-2240-22

PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

21-4452

Ordinance - Public Hearing Continuation and Second and Final Reading of an Ordinance Approving a Change of Zoning from C-2, Community Business District, and 2F, Two-Family Residential District, to PD, Planned Development District, for Warehouse/Distribution Uses on Approximately 19.99 Acres out of the F.B. Waddell Survey, Abstract No. 1658, Tarrant County, TX, Located on the South Side of Mouser Way, Approximately 2,000 Feet East of FM 157 and Approximately 1,550 Feet West of U.S. 287; Gary Riner of FRS Design Group, Inc. (Architect) and Bill Baird of Baird, Hampton & Brown, Inc. (Engineer) on Behalf of Pete Shopp of Mouser Electronics, Inc. (Owner/Developer) (ZC#21-017)

Director of Planning Jason Alexander presented the item.

Mayor Evans opened the public hearing at 8:17 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:17 p.m.

A motion was made by Council Member Lewis to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 OF THE CODE OF ORDINANCES, "ZONING," OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR WAREHOUSE AND DISTRIBUTION USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING 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

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael

Evans and Tamera Bounds

Nay: 0
Abstain: 0

Enactment No: OR-2241-22

SUB-COMMITTEE REPORTS

<u>22-4486</u>
Minutes - Approval of the January 10, 2022 Revitalization of Historic Downtown Mansfield Meeting Minutes (vote will be only by members of the

sub-committee: Lewis, Tonore, and Bounds)

A motion was made by Mayor Pro Tem Tonore to approve the minutes of the January 10, 2022 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 3 - Casey Lewis; Todd Tonore and Tamera Bounds

Nay: 0
Abstain: 0

Non-Voting: 4 - Larry Broseh; Julie Short; Mike Leyman and Michael Evans

NEW BUSINESS

<u>22-4494</u>
Discussion and Possible Action Regarding Priorities Identified During the January 10, 2022 Historic Downtown Revitalization Subcommittee Meeting

Nicolette Ricciuti presented and answered Council questions.

A motion was made by Council Member Leyman to approve the priorities identified. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0
Abstain: 0

22-4490 Consideration and Possible Action to Suspend the Procedural Rules of Council and Reschedule the Regular Scheduled City Council Meeting of March 14, 2022 to March 7, 2022 and the Regular Scheduled City Council

Meeting of March 28, 2022 to March 21, 2022

A motion was made by Council Member Short to suspend the Procedural Rules of Council and reschedule the two regularly scheduled City Council Meetings. Seconded by Council Member Bounds. The motion CARRIED by the following

vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael

Evans and Tamera Bounds

Nay: 0

Abstain: 0

22-4493

Discussion and Possible Action Regarding Naming of the Pond behind the Parks Administration Building on Matlock Rd. after Honorable Toby Goodman

Council Member Leyman presented the item and stated he has begun the process of naming the park behind the Parks Administration Building after the Honorable Toby Goodman. No action was needed by the Council at this time.

<u>ADJOURN</u>

A motion was made by Council Member Broseh to adjourn the meeting at 8:32 p.m. Seconded by Council Member Leyman. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael

Evans and Tamera Bounds

Nay: 0

Abstain: 0

	Michael Evans, Mayor			
ATTEST:	,			
	Susana Marin, City Secretary			



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4513

Agenda Date: 2/14/2022 Version: 1 Status: Approval of Minutes

In Control: City Council File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the January 31, 2022 Special City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the January 31, 2022 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary 817-276-4203



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

Meeting Minutes - Draft

City Council

Monday, January 31, 2022 3:00 PM Council Chambers

SPECIAL MEETING

3:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:00 p.m.

Absent 1 - Larry Broseh

Present 6 - Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and

Tamera Bounds

INVOCATION

Council Member Lewis gave the Invocation.

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

CITIZEN COMMENTS

Dave Goodwin, 904 Dayton Road - Mr. Goodwin spoke regarding the parklets in downtown Mansfield.

Sheri Bumgardner, 9745 CR 528, Burleson - Ms. Bumgardner spoke regarding the parklets in downtown Mansfield.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Strategic Initiatives Officer Nicolette Ricciuti explained the pilot parklet program guidelines.

WORK SESSION

Follow-up Discussion Regarding 2022 Bond Election Propositions

Mayor Evans recessed the meeting at 3:13 p.m. Mayor Evans reconvened the meeting at 3:24 p.m.

City Manager Joe Smolinski presented a summary of the proposed 2022 bond election propositions and answered Council questions. Chief Financial Officer Troy Lestina answered Council questions. The Council agreed to place the following items on the bond election ballot in the order as shown:

- 1. Veterans Memorial
- 2. Multi-Generational Recreation and Library Facility
- 3. Community Parks
- 4. Trail Network
- 5. Miracle Field

Follow-up Discussion Regarding Police Department Headquarters

Joe Smolinski made brief comments. Police Chief Tracy Aaron presented an update on the status of the police station building and a summary of cost. He discussed the options of remodeling the current building or constructing a new building, and answered Council questions. Council gave direction to staff to move forward with new construction of a police station building. Jason Cave, BRW Architects, Inc., spoke and answered questions.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 5:00
p.m. Seconded by Council Member Short. The motion CARRIED by the
following vote:

	p.m. \$	A motion was made by Council Member Lewis to adjourn the meeting at 5:00 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:				
	Aye:	6 -	Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans Tamera Bounds			
	Nay:	0				
	Absent:	1 -	Larry Broseh			
	Abstain:	0				
			Michael Evans, Mayor			
ATTEST:						
			Susana Marin, City Secretary			

CITY OF MANSFIELD Page 2



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STAFF REPORT

File Number: 22-4521

Agenda Date: 2/14/2022 Version: 1 Status: Old Business

In Control: City Council File Type: Consideration Item

Agenda Number:

Title

Discussion and Possible Action Regarding Parklet 117

Requested Action

Defer to Council.

Recommendation

Defer to Council.

Description/History

Council Member Tonore requested this item be placed on the agenda for discussion. Support was received from Mayor Evans, Council Member Bounds and Council Member Leyman.

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary 817-276-4203



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4508

Agenda Date: 2/14/2022 Version: 1 Status: Public Hearing

In Control: City Council File Type: Consideration Item

Title

Public Hearing and Consideration of a Request for a Specific Use Permit for a Kennel on Approximately 1.475 Acres out of the John Roberston Survey, Abst. No. 1317, Tarrant Co., TX, Located at 400 South U.S. 287; Cyndi Bembenek on Behalf of 34.5 Acres Highway 287, LLC, Owner, and Camp Bow Wow, Proposed Tenant (SUP# 21-010)

Requested Action

To consider the subject Specific Use Permit request.

Recommendation:

The Planning and Zoning Commission held a public hearing on February 7, 2022. After a discussion concerning compatibility of the request with the surrounding land uses and operations for pick-up and drop-off, the Planning and Zoning Commission voted 6-0-1 to recommend approval.

Staff recommends approval of the Specific Use Permit.

Description/History:

Existing Use: Vacant

Existing Zoning: I-1, Light Industrial District.

Surrounding Land Use & Zoning:

North - Vacant; I-1 District.

South - Warehouse Sports Facility, Mini-Warehouse; I-1 District.

East - Vacant; I-1 District.

West - Tarrant County Corrections Facility; I-1 District.

Synopsis

The Specific Use Permit request for a dog day care and boarding facility is compatible with the surrounding land uses.

Comments and Considerations

The applicant is proposing a Camp Bow Wow on vacant property at 400 South U.S. 287. Camp Bow Wow is a dog day care and boarding facility.

Property

File Number: 22-4508

The applicant is requesting a Specific Use Permit for a Kennel use to cover the proposed services provided. The project will consist of a single-tenant 8,390 square foot building with all indoor kennels and three (3) employee monitored outdoor play areas, constructed with eight (8) foot vinyl fencing.

Signage

The applicant has proposed using an attached building sign. Signs must comply with the commercial sign regulations in Section 155.090(D)(1) of the Code of Ordinances.

<u>Summary</u>

A kennel use is allowed with the approval of a Specific Use Permit in I-1 Light Industrial Districts. Camp Bow Wow will provide all indoor boarding (kenneling) and has provided the City with company procedures and policies on cleanliness, noise, and related measures for mitigating perceived nuisances. Considering the location and surrounding land uses, the use does not propose an adverse impact on surrounding development.

Staff recommends approval of the Specific Use Permit.

Prepared By

Arty Wheaton-Rodriguez, Assistant Director Planning 817-276-4245



SUP#21-010

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

1/25/2022



Property Owner Notification for SUP#21-010

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
APEX SPORTS CENTER ADDITION	BLK	PS LPT PROPERTIES INVESTORS	701 WESTERN AVE	GLENDALE, CA	91201
APEX SPORTS CENTER ADDITION	LOT 1R1R	SOCCER TEXAS STYLE INC	1741 COMMERCE DR	MANSFIELD, TX	76063-5600
HILLCREST BUSINESS PARK ADDN	BLK A	MANSFIELD, CITY OF	651 JUSTICE LN	MANSFIELD, TX	76063-2499
MCQUEN, D SURVEY	A 1025	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
ROBERTSON, JOHN SURVEY	A 1317	34.5 ACRES HWY 287 LLC	2519 WOODBRIDGE TRL	MANSFIELD, TX	76063
ROBERTSON, JOHN SURVEY	A 1317	34.5 ACRES HWY 287 LLC	2519 WOODBRIDGE TRL	MANSFIELD, TX	76063

Tuesday, January 25, 2022

Noise Concerns?

- Barking is not a major issue as our staff are well trained and constantly monitor the dogs inside and outside.
- Campers (dogs) mainly spend their time inside taking brief breaks outside when they need to relieve themselves. With a pack mentality, Campers tend to follow the Counselors (they are the alpha) in the yards making controlling indoor and outdoor egress with the dogs easier.
- Our Certified Camp Counselors utilize pack management and individual behavior training techniques to keep barking at an absolute minimum. If necessary, overly disruptive Campers will be placed in a cabin for a time out or the guardian will be called to pick them up.
- The outside break yard is constructed with 8-ft high vinyl fencing to act as a noise buffer.
- The yard is situated at each site on the back or side of the property, using the building as a buffer.



Waste or Smell Concerns?

- We utilize specialized bio-degradable cleaners and disinfectants the same that are used in hospitals, child care centers, and gyms. These products keep our facilities (indoor and out) smelling fresh and clean year round.
- Camp Bow Wow provides all franchisees a set daily cleaning schedule.
 Franchisor site visits occur year round and regular web camera evaluations are conducted to ensure proper maintenance of CBW facilities and that brand standards are being followed. Secret shopper programs are also used for additional review.
- We target a very upscale clientele that requires our facilities are kept spotless.
- The Camp Bow Wow waste removal routine includes constant play area patrol so that waste is picked up and deposited in a galvanized steel trash can with lid and a 3 mil trash can liner. The liner is removed, sealed and deposited in the facility dumpster daily as needed. A typical CBW produces approximately the equivalent to one large lawn/leaf garbage bag of waste per day.



EXHIBIT A FOR SUP#21-010

LEGAL DESCRIPTION

BEING a tract of land located in the JOHN ROBERSTON SURVEY, ABSTRACT No. 1317, City of Mansfield, Tarrant County, Texas, and being a portion of that certain tract of land described in deed to The Premier Funding Group Inc. Employees Profit Sharing Plan, recorded in Volume 15355, Page 321 of the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2—inch iron rod found with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southwest corner of said Premier Tract, being the Northwest corner of Lot 1R1R, Apex Sports Center Addition, an addition to the City of Mansfield, Texas, according to the plat recorded in Clerk's File No. D212145300 of the Official Public Records of Tarrant County, Texas, and lying in the East boundary line of Lot 3, Block A, Hillcrest Business Park, an addition to the City of Mansfield, Texas, according to the plat recorded in Cabinet A, Slide 919 of the Plat Records of Tarrant County, Texas;

THENCE N 29° 59' 13" W, 153.96 feet along the common boundary line between said Premier Tract and said Lot 3 to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294", from which a 1/2-inch iron rod found with yellow plastic cap stamped "HALFF" at the Northeast corner of said Lot 3 bears N 29° 59' 13" W, 211.94 feet;

THENCE N 59° 57′ 41″ E, 417.12 feet departing said boundary line to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

THENCE S 30° 03′ 30″ E, 153.96 feet to an "X" cut in concrete set in the South boundary line of aforesaid Premier Tract, lying in the North boundary line of Lot 2R, Apex Sports Center Addition, an addition to the City of Mansfield, Texas, according to the plat recorded in Clerk's File No. D217223022 of the Official Public Records of Tarrant County, Texas, lying S 59° 57′ 41″ W, 384.51 feet along the South boundary line of said Premier Tract from a 1/2-inch iron rod found at the Southeast corner thereof;

THENCE S 59° 57′ 41″ W, at 30.00 feet passing the Northwest corner of said Lot 2R, being the Northeast corner of aforesaid Lot 1R1R and continuing in all a total distance of 417.31 feet along the South boundary line of said Premier Tract to the PLACE OF BEGINNING, containing 1.475 acre (64,235 square feet) of land.

OF

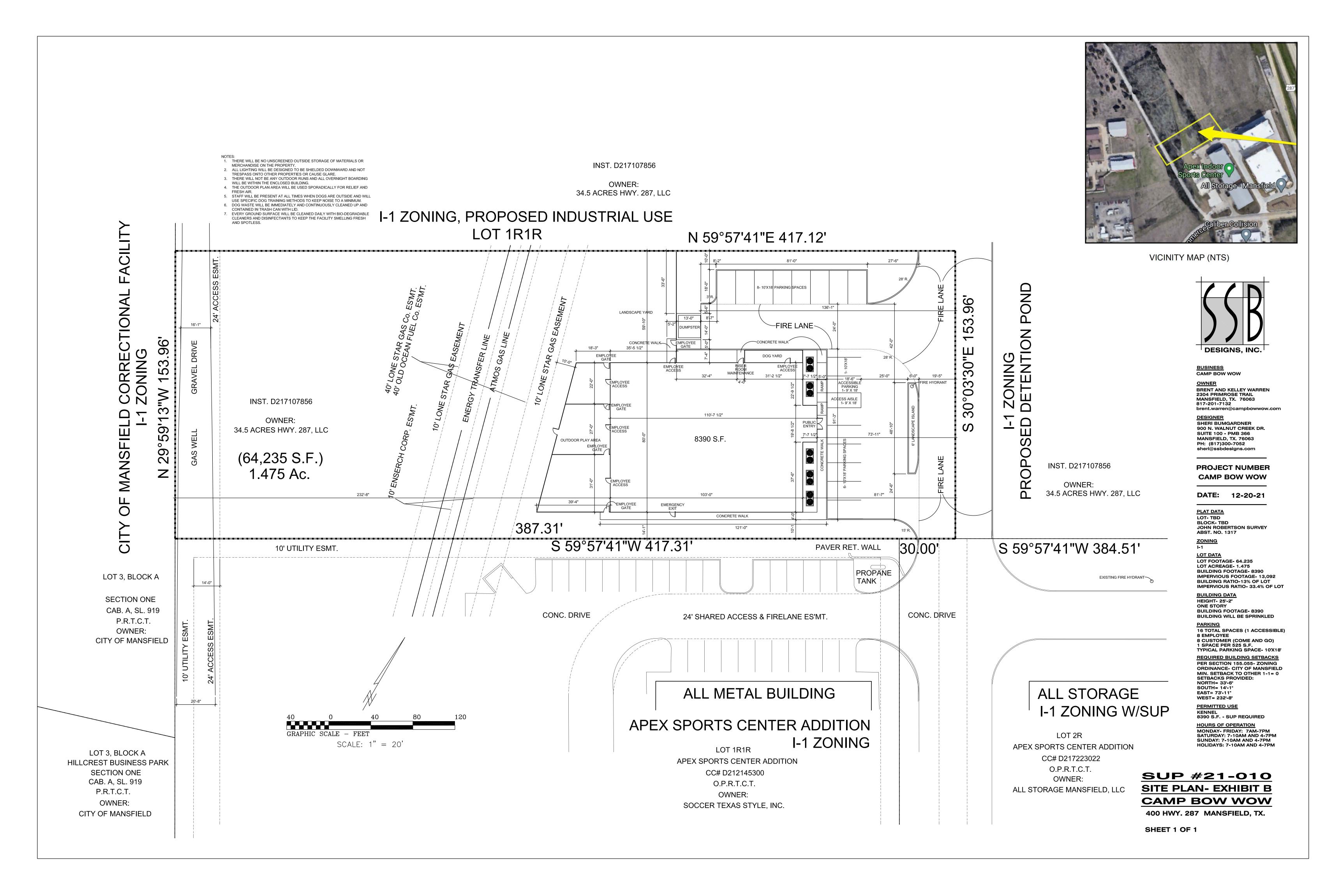
RONALD W. COOMBS

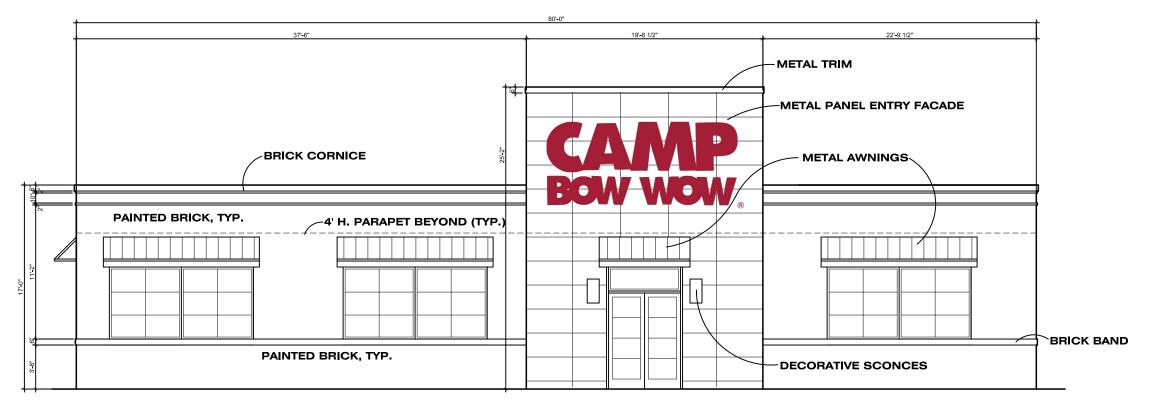
SURVEYED ON THE GROUND

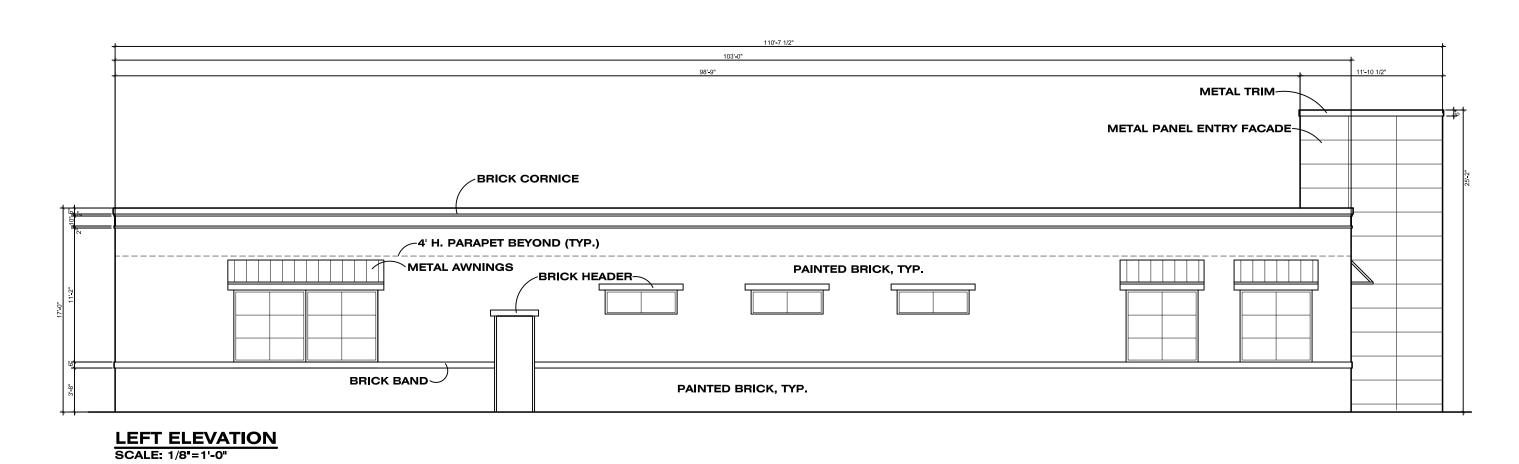
JULY 2, 2021

RONALD W. COOMBS, R.P.L.S.

STATE OF TEXAS No. 5294







REAR ELEVATION
SCALE: 1/8"=1'-0"

FRONT ELEVATION
SCALE: 1/8'=1'-0"

ELEVATION SQUARE FOOTAGE:

TOTAL FACADE SQUARE FOOTAGE = 6998 PAINTED BRICK = 5887 (84%) METAL PANELS = 1111 (16%)

FRONT ELEVATION TOTAL = 1521 PAINTED BRICK = 1025 METAL PANELS = 496

REAR ELEVATION TOTAL = 1521 PAINTED BRICK= 1360 METAL PANELS = 161 RIGHT ELEVATION TOTAL = 1978 PAINTED BRICK = 1751 METAL PANELS = 227 LEFT ELEVATION TOTAL = 1978

RIGHT ELEVATION
SCALE: 1/8'=1'-0"

PAINTED BRICK = 1751

METAL PANELS = 227

1. PAINTED BRICK (WHITE) IS SHOWN AS THE PRIMARY EXTERIOR MATERIAL. 2. METAL AWNINGS AND METAL PANEL ENTRY TOWER TO BE CHARCOAL IN COLOR.

- METAL TRIM METAL PANEL ENTRY FACADE— METAL PANEL ENTRY FACADE BRICK CORNICE BRICK CORNICE 4' H. PARAPET BEYOND (TYP.) 4' H. PARAPET BEYOND (TYP.) METAL AWNINGS PAINTED BRICK, TYP. BRICK HEADER BRICK HEADER SIDELITES PAINTED BRICK, TYP. BRICK BAND PAINTED BRICK, TYP. PAINTED BRICK, TYP.

DESIGNS, INC.

BUSINESS
CAMP BOW WOW

BRENT AND KELLEY WARREN 2304 PRIMROSE TRAIL MANSFIELD, TX. 76063

817-201-7132 brent.warren@campbowwow.com **DESIGNER**

SHERI BUMGARDNER
900 N. WALNUT CREEK DR.
SUITE 100 - PMB 366
MANSFIELD, TX. 76063
PH: (817)300-7052 sheri@ssbdesigns.com

CAMP BOW WOW

PROJECT NUMBER

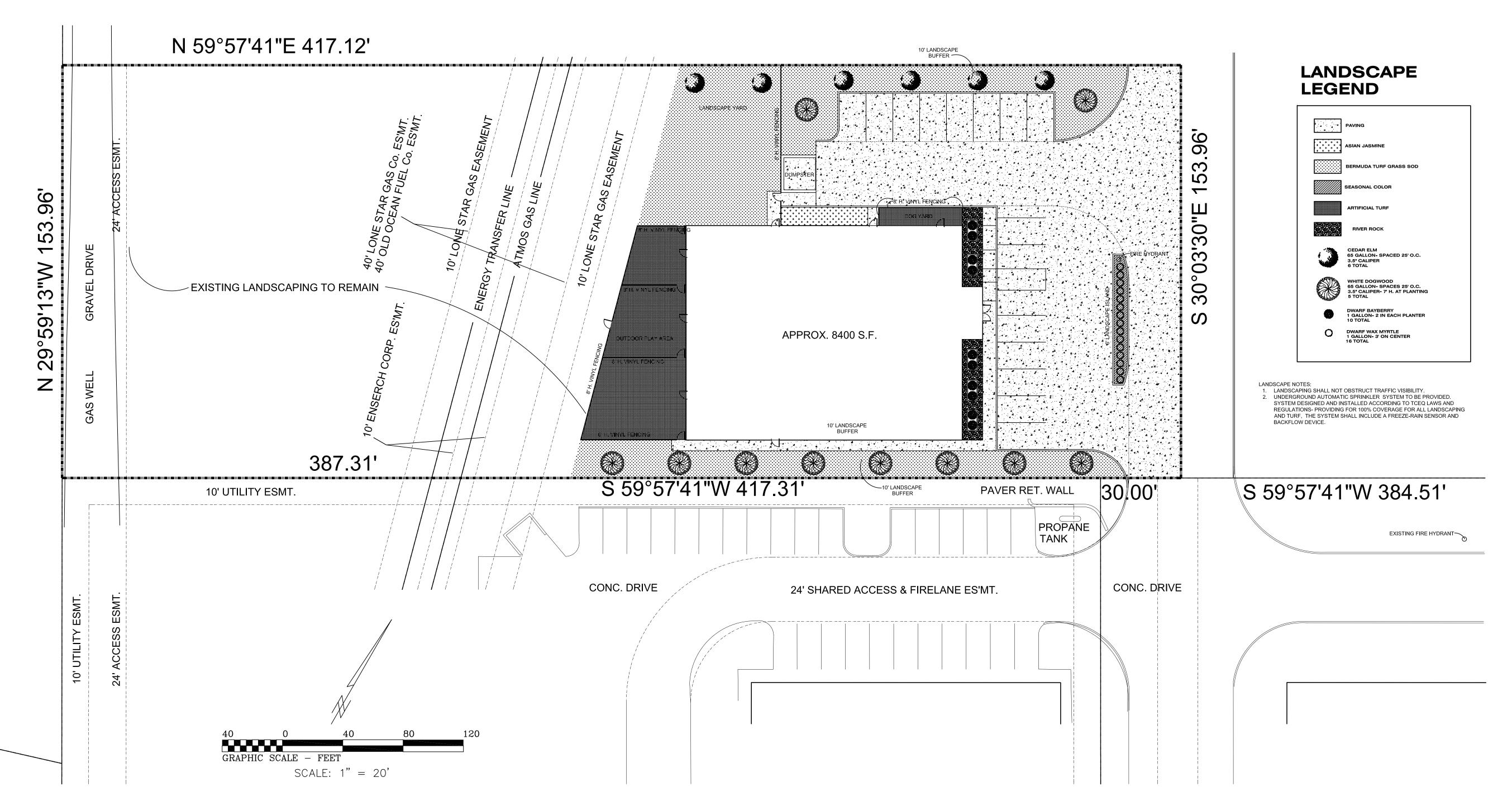
DATE: 12-20-21

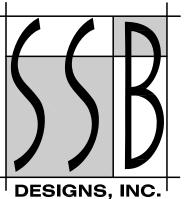
SUP #21-010 **BUILDING ELEVATIONS- EXHIBIT C CAMP BOW WOW**

400 HWY. 287 MANSFIELD, TX.

SHEET 1 OF 1

BRICK BAND





BUSINESS CAMP BOW WOW

OWNER
BRENT AND KELLEY WARREN
2304 PRIMROSE TRAIL
MANSFIELD, TX. 76063

817-201-7132 brent.warren@campbowwow.com

<u>DESIGNER</u> SHERI BUMGARDNER 900 N. WALNUT CREEK DR. **SUITE 100 - PMB 366** MANSFIELD, TX. 76063 PH: (817)300-7052

PROJECT NUMBER **CAMP BOW WOW**

DATE: 12-20-21

PLAT DATA LOT- TBD BLOCK- TBD JOHN ROBERTSON SURVEY ABST. NO. 1317

ZONING I-1

LOT DATA

LOT FOOTAGE- 64.235

LOT ACREAGE- 1.475

BUILDING FOOTAGE- 8390

IMPERVIOUS FOOTAGE- 13,092 **BUILDING RATIO-13% OF LOT** IMPERVIOUS RATIO- 33.4% OF LOT

BUILDING DATA HEIGHT- 25'-2" ONE STORY **BUILDING FOOTAGE- 8390** BUILDING WILL BE SPRINKLED

16 TOTAL SPACES (1 ACCESSIBLE) 8 EMPLOYEE 8 CUSTOMER (COME AND GO) 1 SPACE PER 525 S.F. TYPICAL PARKING SPACE- 10'X18' REQUIRED BUILDING SETBACKS PER SECTION 155.055- ZONING ORDINANCE- CITY OF MANSFIELD MIN. SETBACK TO OTHER 1-1= 0 SETBACKS PROVIDED: NORTH= 33'-6" SOUTH= 14'-1" EAST= 73'-11" WEST= 232'-8"

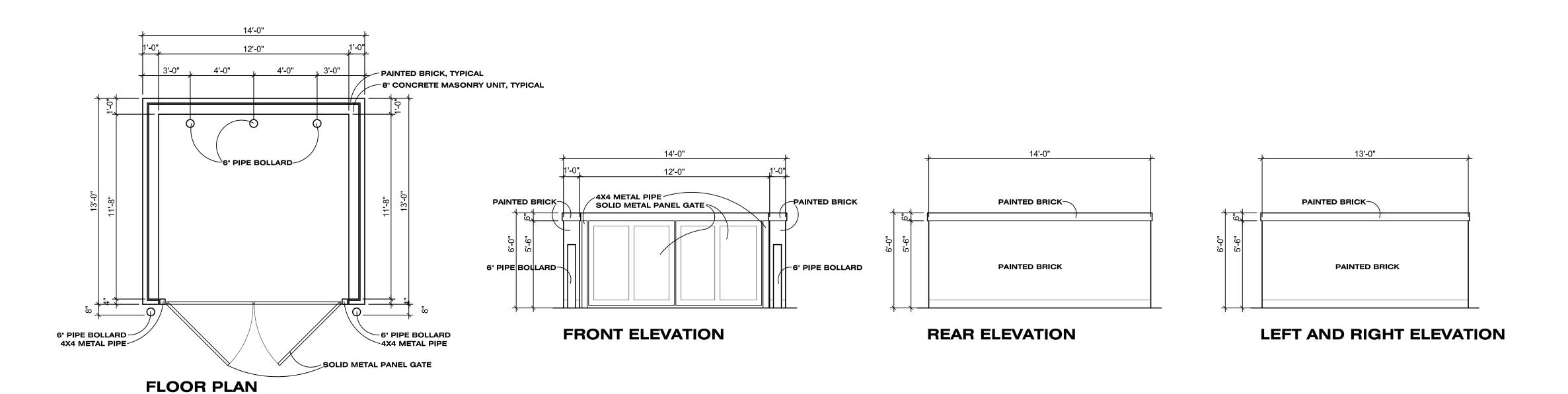
PERMITTED USE

KENNEL 8390 S.F. - SUP REQUIRED HOURS OF OPERATION MONDAY- FRIDAY: 7AM-7PM SATURDAY: 7-10AM AND 4-7PM SUNDAY: 7-10AM AND 4-7PM HOLIDAYS: 7-10AM AND 4-7PM

SUP #21-010 LANDSCAPE PLAN- EXHIBIT D **CAMP BOW WOW**

400 HWY. 287 MANSFIELD, TX.

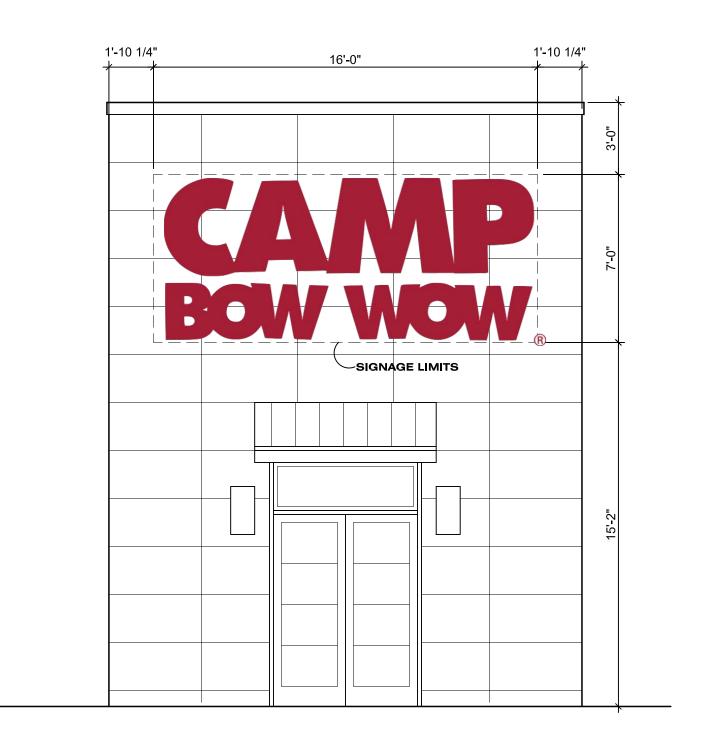
SHEET 1 OF 1

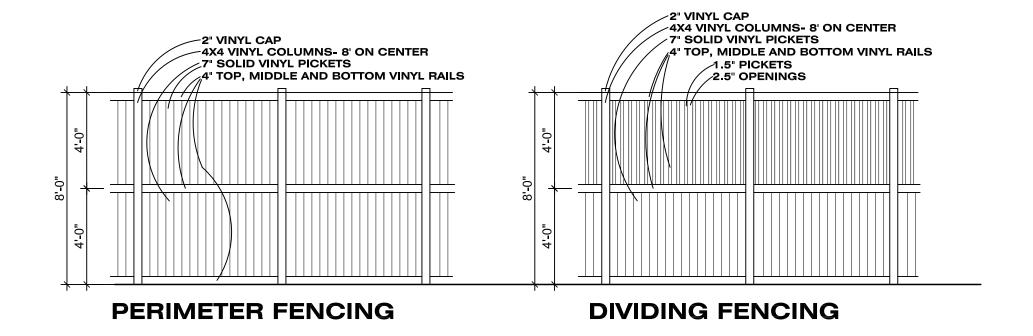


DUMPSTER ENCLOSURE

SCALE: 1/4"=1'-0"

NOTE: THE TRASH ENCLOSURE AND ALL EQUIPMENT WILL BE SCREENED IN ACCORDANCE WITH THE REGULATIONS SPECIFIED IN CHAPTER 155.093 OF THE CODE OF ORDINANCES





FENCE

SCALE: 1/4"=1'-0"

FENCE NOTES:

1. SOLID PICKETS TO BE TONGUE AND

2. PICKETS IN UPPER SECTION OF DIVIDING

FENCE TO BE 2-1-2" MAX.
4. GATES IN PERIMETER FENCES TO BE SOLID

(TO MATCH PERIMETER FENCING).

DIVIDING FENCING).

APPLICATIONS. VINYL FENCING COLOR TO BE WHITE.

GATES TO HAVE MULTI ADJUST HINGE SETS, SPRING LOADED AND SELF-CLOSING.

SIGNAGE SCALE: 1/4"=1'-0"

TOTAL BUILDING FACADE= 80' ALLOWABLE SIGN LEGNTH (75%) = 60' SIGN LENGTH = 16'

NOTE: ALL SIGNAGE WILL COMPLY WITH REGULATIONS FOR I-1 ZONED PROPERTY AS SPECIFIED IN CHAPTER 155.090 OF THE CODE OF ORDINANCES.

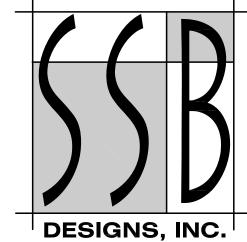
FENCE TO BE $\frac{1}{2}$ "X $\frac{1}{2}$ ".

3. GAPS IN UPPER SECTION OF DIVIDING

5. GATES IN DIVIDING FENCES TO HAVE OPEN PICKETS ON THE TOP SECTION (TO MATCH

6. REINFORCE PER MANUFACTURERS

RECOMMENDATIONS FOR HIGH WIND



BUSINESS CAMP BOW WOW

BRENT AND KELLEY WARREN 2304 PRIMROSE TRAIL MANSFIELD, TX. 76063 817-201-7132 brent.warren@campbowwow.com

DESIGNER

SHERI BUMGARDNER 900 N. WALNUT CREEK DR. SUITE 100 - PMB 366 MANSFIELD, TX. 76063 PH: (817)300-7052 sheri@ssbdesigns.com

PROJECT NUMBER **CAMP BOW WOW**

DATE: 12-20-21

SUP #21-010 SIGN/DUMPSTER/FENCE PLAN EXHIBIT E **CAMP BOW WOW**

400 HWY. 287 MANSFIELD, TX.

SHEET 1 OF 1



1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4509

Agenda Date: 2/14/2022 Version: 1 Status: Public Hearing

In Control: City Council File Type: Consideration Item

Title

Public Hearing and Consideration of a Request for a Specific Use Permit for an Auto Rental on Approximately 5.82 Acres Being Lot 3, Block 1, Mansfield Commons Located at 920 North U.S. 287, Suite 306; The Commons at Walnut Creek 18, Owner; Avis Budget, Proposed Tenant/Applicant (SUP#21-009)

Requested Action

To consider the subject Specific Use Permit request.

Recommendation

The Planning and Zoning Commission held a public hearing on January 18, 2022, and voted 7-0-0 to recommend approval.

Description/History

Proposed Use: Auto Rental

Existing Land Use: Multi-tenant retail building

Existing Zoning: C-2, Community Business District.

Surrounding Land Use & Zoning:

North - Retail, restaurants, and vacant land; C-2 District and OP, Office Park District.

South - Residential; SF-8.4/18, Single-family Residential District.

East -Retail, restaurants, parking lot, and residential; SF-8.4/18 and C-2 Districts.

West - North U.S. 287, retail, restaurants, and parking lot; C-2 District.

Synopsis

The requested Specific Use Permit for Auto Rental is compatible with the surrounding land uses.

Comments and Considerations

The applicant is proposing an Auto Rental consisting of a rental office and associated vehicle storage in the existing shopping center at 920 North U.S. 287 within Suite 306. This will be a full-service car rental facility servicing both commercial accounts and leisure customers. The location will be a pickup/drop off location with approximately ten cars on site at a time. Vehicles will be dropped off in the parking lot awaiting customers to pick them up. At the end of the rental period, the vehicles will be dropped off in the parking lot, the interior of the vehicles will be cleaned and wait to be picked up and transported to

File Number: 22-4509

another location.

Property

The applicant is requesting a Specific Use Permit for Auto Rental. The property is developed for retail, with a large multi-tenant building. The proposed business will occupy a suite with an area of approximately 1,454 square feet formerly occupied by an office use. The existing building meets the C-2 District requirements for parking and landscaping. In Exhibit B, the applicant has shown the area of the parking lot (i.e., 37 parking spaces) to be used to store rental cars awaiting pickup which includes two spaces that will be used to clean the interior of the cars that have been returned.

Summary

The subject property is located in the C-2 District, which allows Auto Rental uses with the approval of a Specific Use Permit. The applicant anticipates, pursuant to their narrative, that there will be no more than ten (10) cars parked at this location at any time, except during the holiday and vacation seasons. During heavy travel times the applicant anticipates up to 25 cars parked at this location at a time.

Staff recommends approval with the following condition:

1. No vehicles are permitted in fire lanes at any time.

Prepared by

Shirley Emerson Planner (817) 276-4229

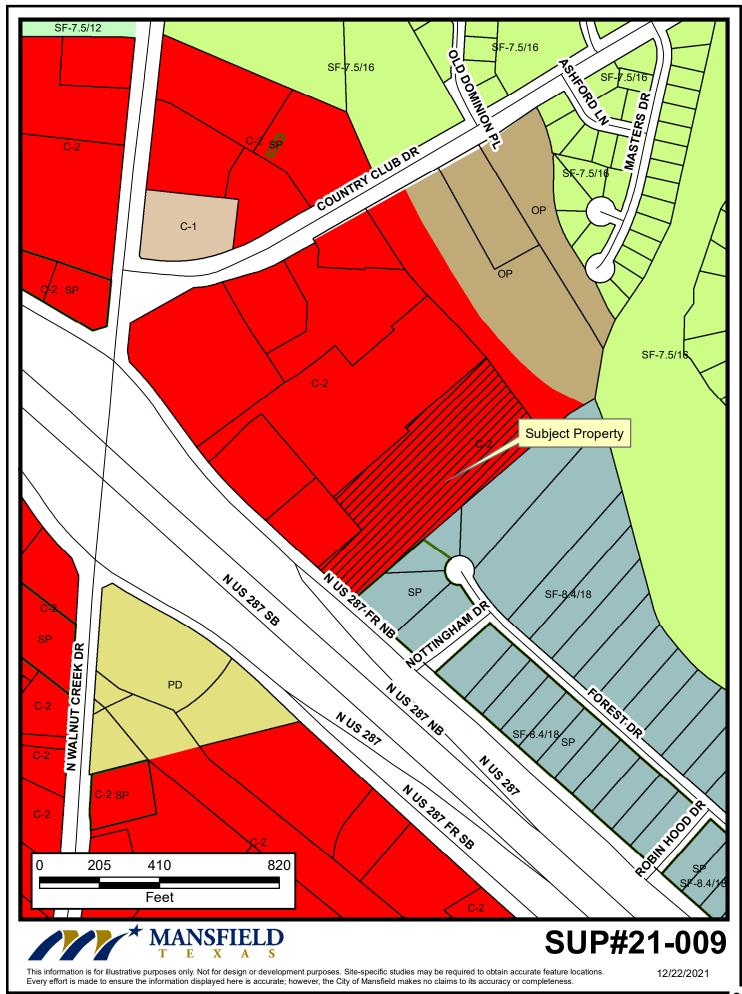




SUP#21-009

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

12/22/2021



Property Owner Notification for SUP#21-009

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD COMMONS ADDITION	LOT 1	CHAVEZ BROTHERS INC	12817 WHISPER WILLOWS DR	HASLET, TX	76052
MANSFIELD COMMONS ADDITION	LOT 2	TEXAS ROADHOUSE OF MANSFIELD	6040 DUTCHMANS LN STE 400	LOUISVILLE, KY	40205-3358
MANSFIELD COMMONS ADDITION	LOT 3	THE COMMONS AT WALNUT CREEK 18	12411 VENTURA BLVD	STUDIO CITY, CA	91604
MANSFIELD COMMONS ADDITION	LOT 4	THE COMMONS AT WALNUT CREEK 18	12411 VENTURA BLVD	STUDIO CITY, CA	91604
MANSFIELD COMMONS ADDITION	LOT 8	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
SHERWOOD ON THE GREEN ADDITION	BLK 1	BOGUSKI, JOHN	38 FOREST DR	MANSFIELD, TX	76063-6616
SHERWOOD ON THE GREEN ADDITION	BLK 1	HIRSCH, JEFFREY WILLIAM	39 FOREST DR	MANSFIELD, TX	76063-6615
SHERWOOD ON THE GREEN ADDITION	BLK 1	LEBLANC, PETER	40 FOREST DR	MANSFIELD, TX	76063-6616
SHERWOOD ON THE GREEN ADDITION	BLK 1	SHARPSHAIR, STEVEN	41 FOREST DR	MANSFIELD, TX	76063
SHERWOOD ON THE GREEN ADDITION	BLK 1	HANSON, HARLAN	37 FOREST DR	MANSFIELD, TX	76063-6615
SHERWOOD ON THE GREEN ADDITION	BLK 1A	BILLVIN LAND DEV INC	2311 ROOSEVELT DR STE B	ARLINGTON, TX	76016-5867

Wednesday, December 22, 2021

Exhibit A

BEING A TRACT OF LAND LOCATED IN THE J. R. WORRALL SURVEY, ABSTRACT NO. 1736, TARRANT COUNTY, TEXAS, BEING ALL OF LOT 3, MANSFIELD COMMONS, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 6770, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT 5/8" IRON ROD FOUND WITH A CAP STAMPED "T. VOGT" IN THE NORTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 287, SAID IRON ROD BEING THE SOUTH CORNER OF SAID LOT 3 AND THE WEST CORNER OF LOT 29, BLOCK 1, SHERWOOD ON THE GREEN, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 2550, P.R.T.C.T.:

THENCE N 47°36'00" W, ALONG THE SOUTHWEST LINE OF SAID LOT 3 AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287, A DISTANCE OF 162.67 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST SOUTHERLY WEST CORNER OF SAID LOT 3 AND THE SOUTH CORNER OF LOT 2 OF SAID MANSFIELD COMMONS:

THENCE N 49°17'18" E, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287 AND ALONG A NORTHWEST LINE OF SAID LOT 3 AND THE SOUTHEAST LINE OF SAID LOT 2, A DISTANCE OF 197.83 FEET TO A "X" CUT SET, BEING THE EAST CORNER OF SAID LOT 2 AND A REENTRANT CORNER OF SAID LOT 3;

THENCE N 40°42'42" W, ALONG A SOUTHWEST LINE OF SAID LOT 3 AND THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 149.51 FEET TO A "X" CUT FOUND, BEING A WEST CORNER OF SAID LOT 3 AND THE MOST EASTERLY SOUTH CORNER OF LOT 4 OF SAID MANSFIELD COMMONS;

THENCE ALONG THE NORTHWEST LINE OF SAID LOT 3 AND THE SOUTHEAST LINE OF SAID LOT 4 AS FOLLOWS:

- 1) N 49°17'18" E, A DISTANCE OF 342.31 FEET TO A "X" CUT FOUND;
- 2) N 40°42'42" W. A DISTANCE OF 20.07 FEET TO A "X" CUT FOUND:
- 3) N 49°17'18" E, A DISTANCE OF 364.35 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC" IN THE SOUTHWEST LINE OF LOT 8 OF SAID MANSFIELD COMMONS, SAID IRON ROD BEING THE NORTH CORNER OF SAID LOT 3 AND THE EAST CORNER OF SAID LOT 4;

THENCE S 36°39'59" E, ALONG THE NORTHEAST LINE OF SAID LOT 3 AND THE SOUTHWEST LINE OF SAID LOT 8, A DISTANCE OF 331.91 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTHWEST LINE OF LOT 27-R, BLOCK 1, SHERWOOD ON THE GREEN, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 2411, P.R.T.C.T.;

THENCE S 49°17'18" W, ALONG THE SOUTHEAST LINE OF SAID LOT 3 AND THE NORTHWEST LINE OF SAID SHERWOOD ON THE GREEN, A DISTANCE OF 861.57 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.822 ACRES (253,589 SQUARE FEET) OF LAND, MORE OR LESS.

Avis Budget Car Rental, LLC Specific Use Permit Application 920 N Highway 287, Suite 306 Mansfield, TX 76063

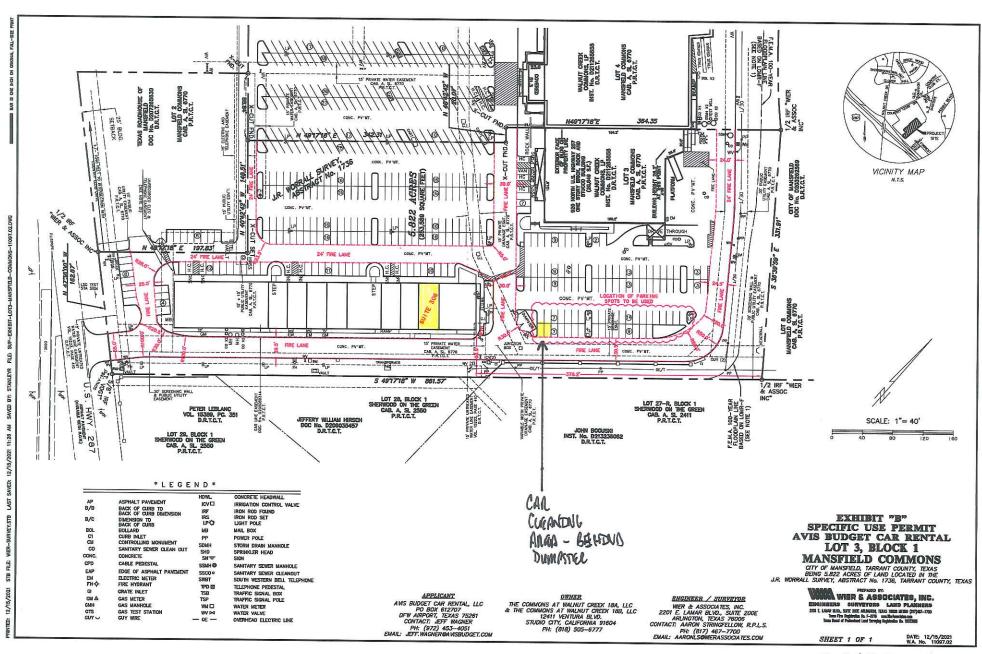
Project Narrative

Avis Budget Car Rental, LLC is the parent company of Avis Rent a Car System, LLC and Budget Rent a Car System, Inc. We operate both the Avis and Budget car rental brands throughout the United States and worldwide. We are expanding our footprint in the greater Dallas Fort Worth metropolitan area and we've been seeking a rental office location in Mansfield for several years. We will have both Avis and Budget brands at this site.

We will typically have less than 10 cars idle at any given time. There are times during the month/year where the fleet on hand could be as high as 25 on heavy holiday or vacation return days. Our fleet is shared throughout the greater DFW area and is shuttled in/out based on reservation demand. This will be a full-service car rental facility, servicing both commercial accounts and leisure customers from the surrounding area. We offer daily, weekly, and monthly rates, along with one-way rentals to and from any of our other rental locations within the lower 48 states. Our hours of operation will be Monday through Friday – 7:30 AM to 6:00 PM, Saturday 8:00 AM to 2:00 PM, and Sunday 10:00 AM to 1:00 PM or something very similar. This location will not offer truck rentals.

The location is minimally staffed with an independent agency operator. At this particular location, there would be a maximum of two staff members on duty at any time. Vehicles will be cleaned on site (interiors) and all washing activities will take place off-site. No vehicular maintenance will be conducted on-site.

SUP#21-009



SUP#21-009

arking Calcula	tions - Lo	ot 3 Only										
12/16/2021												
				Required		Rounded	1st	Over	Rounded			
	<u>Suite</u>	<u>Tenant</u>	<u>SF</u>	Ratio	Calculation	Calculation	3,000 SF	3,000 SF	Calculation			
	100	Chia King Buffet	7,200	100	72.0	72						
	200	Zen Pedi	1,551	200	7.8	8						
	206	A++ Foot Masage	1,200	200	6.0	6						
	207	Yoga Project	1,643	200	8.2	9						
	208	Kumon Math & Reading	1,500	200	7.5	8						
	210	Carter Blood Care	3,633	150	24.2	25				Minimum of 5 s	paces	
	300	Kid Create	1,200	250	4.8	5						
	302	Cryon 7	2,151	250	8.6	9						
	306	Diet Solution Center	1,454	200	7.3	8						
	308	Vacant	2,466	250	9.9	10						
	LOT 3	The Salvation Army	20,840	250	71.5	72	12	59.5	60	1:250 for first 3	,000 SF, then	1:300 thereaft
		Total	44,838		227.7	232						
		Total Parking Spaces Lot 3	280									
		Total Required Spaces	232									
		Surplus Parking	48									
							SUP#	21-00	9			

Exhibit C



SUP#21-009

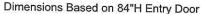


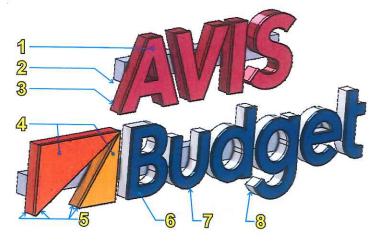


SUP#21-009 **403**

Exhibit D







AVIS Letters

- #7328 White Acrylic / Red Translucent Vinyl
 Standard Red Trimcap Jewelite True Red (or equal)
 Painted Red Coil Returns Gloss

- Budget Logo
 4 White Acrylic / Orange Translucent vinyls
 5 Coll/Trimcap Painted Respective Orange colors Semi-gloss

- Budget Letters
 6 White Acrylic / Blue Translucent Vinyl
 7 Painted Blue Trimcap
 8 Std White Coil Returns Semi-gloss



Client Client Name Customer Approval

Project Name & Location Site ID Signs 990 Hwy 287N, Mansfield TX 920 Job Number 8001974

Date 10.21,21

Drawn By

Sheet







Exhibit D



AVIS/Budget Hours Vinyl Graphics

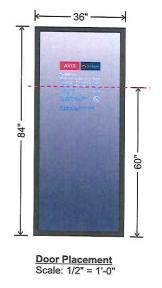
3" = 1

First surface applied cut vinyl graphics in respective colors

Shown black for clarity

Exact placement TBD in field based on field conditions

Qty 1 Set







Client Name

Customer Approval

Project Name & Location
Site ID Signs
**XXX-lwy 287N, Mansfield TX
920
Job Number
8001974

Date 10.21.21

Drawn By m Sheet







SUP#21-009 **405**



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4510

Agenda Date: 2/14/2022 Version: 1 Status: Public Hearing

In Control: City Council File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from SF-7.5/12 to D, Downtown District, SD-1, Broad Street Corridor Zone and D-3, Urban Center Zone on Approximately 3.571 Acres Located at 708 E. Broad Street; Bannister Engineering, Engineer/Surveyor; DD Benson Development LLC, Owner (ZC#22-001)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on February 7, 2022 and voted by 6-0-1 (Commissioner Axen absent) to recommend approval.

Staff recommends approval.

Description/History

Existing Use: Residential and vacant.

Existing Zoning: SF-7.5/12, Single-family Residential District.

Surrounding Land Use & Zoning:

North - Retail, office, restaurant, and church; C-2, Community Business District.

South - Single-family residential; SF 7.5/12 District.

East - Single-family residential; SF 7.5/12 District.

West - Vacant single-family residential and commercial; SF 7.5/12 and C-2 Districts.

Thoroughfare Plan Specification:

E. Broad Street - A four-lane divided arterial street

Synopsis

The proposed rezoning is consistent with the Official Land Use Plan and compatible with surrounding land uses.

Staff Analysis

The subject property consists of three parcels of land totaling 3.571 acres. The applicant is proposing to rezone 1.008 acres adjacent to E. Broad Street to the SD-1 Zone for compatible commercial uses. The remaining 2.563 acres will be zoned to the D-3 Zone to allow for a mixture of residential uses.

File Number: 22-4510

The SD-1 Zone is compatible with the existing commercial and residential uses along E. Broad Street in the historic downtown. The D-3 Zone will provide new housing opportunities that complement the surrounding residential uses to the east and south of this proposed development. New construction on this property must comply with the design and landscaping standards of the D, Downtown District. A site plan and building plan approved by Staff will be required prior to plat approval or issuance of a building permit.

The property falls in Sub-Area 3 of the Official Land Use Plan. This sub-area encourages medium and higher intensity housing as infill projects.

This property sits next to single-family uses to the south and east and C-2 zoning districts to the north and west. The proposed uses will provide a transitional buffer between the single-family residential and commercial.

This portion of E. Broad Street is also under consideration for an expansion of the D District to encourage diverse uses leading into the historic downtown.

Attachments

Maps and Supporting Information Zoning Delineation Map

ORDINANCE	NO.

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A D, DOWNTOWN DISTRICT, SD-1, BROAD STREET CORRIDOR ZONE AND D-3, URBAN CENTER ZONE, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING 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 Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of PD, Planned Development; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 4.

Should any paragraph, sentence, 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 declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

Ordinance NoPage 2 of 2	21-4510
1 age 2 01 2	
	SECTION 5.
Comprehensive Zoning Ordinance and, upon conviction in the Muni by a fine not to exceed the sum of	oration violating any of the provisions of this ordinance or the e, as amended hereby, shall be deemed guilty of a misdemeanor icipal Court of the City of Mansfield, Texas, shall be punished f Two Thousand Dollars (\$2,000.00) for each offense, and each shall continue shall be deemed to constitute a separate offense.
	SECTION 6.
	effect immediately from and after its passage on third and final caption, as the law and charter in such cases provide.
FIRST READING APPI	ROVED ON THE 14 TH DAY OF FEBRUARY, 2022.
	THE SECOND AND FINAL READING BY THE CITY MANSFIELD, TEXAS, THIS 28 TH DAY OF FEBRUARY
	Michael Evans, Mayor
ATTEST:	
Susana Marin, City Secretary	
APPROVED AS TO FORM AN	D LEGALITY:

Allen Taylor, City Attorney

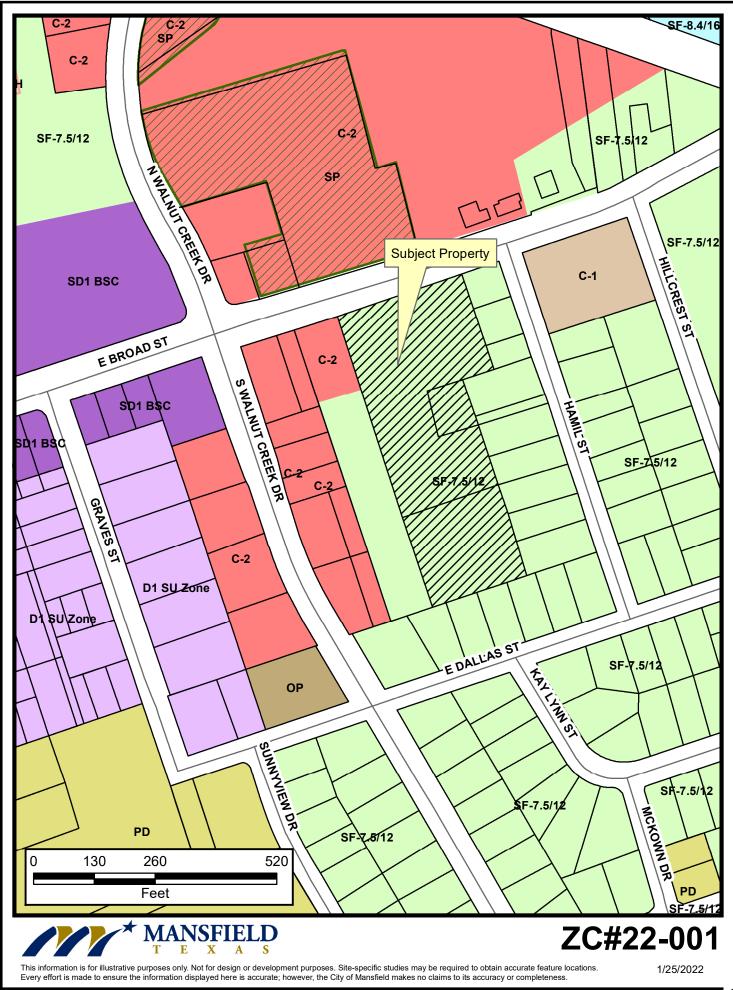




ZC#21-002

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3/15/2021



Property Owner Notification for ZC#22-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
CARY ADDITION	BLK 1	MORENO, JOANN	117 S BURNET ST	BREMOND, TX	76629
HAMIL, E C SUBDIVISION	LOT AR1	CHILD CARE ASSOCIATES	3000 E BELKNAP ST	FORT WORTH, TX	76111-4142
HAMIL, E C SUBDIVISION	LOT C	RODRIQUEZ, CESAR JORGE	105 HAMIL ST	MANSFIELD, TX	76063-2060
HAMIL, E C SUBDIVISION N52'D		BOB BOWLAND LLC	5155 WICHITA ST	FORT WORTH, TX	76119-5600
HAMIL, E C SUBDIVISION S13'D & N39'E		ROBINSON, CHARLES F	109 HAMIL ST	MANSFIELD, TX	76063-2060
HILLCREST ADDITION - MANSFIELD	BLK 4	ZDENEK, MICHAEL J	716 E DALLAS ST	MANSFIELD, TX	76063-2048
HILLCREST ADDITION - MANSFIELD	BLK 4	HOLLAND, PAMELA A	712 E DALLAS ST	MANSFIELD, TX	76063-2048
HILLCREST ADDITION - MANSFIELD	BLK 5	VAN CURINE, STACY	300 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 6	GRIMES, AARON D	717 E DALLAS ST	MANSFIELD, TX	76063-2047
HILLCREST ADDITION - MANSFIELD	BLK 6	HANEY-DAVIS, BURLA R	715 E DALLAS ST	MANSFIELD, TX	76063-2047
HILLCREST ADDITION - MANSFIELD	BLK 6	GRAVES, BRENT JACKSON	713 E DALLAS ST	MANSFIELD, TX	76063-2047
HILLCREST ADDITION - MANSFIELD	BLK 6	TEJAS HOMES PROPERTIES LLC	2300 SAVANNAH DR	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 6	BURGESS, DALTON	709 E DALLAS ST	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 6	HALL, JOE	1050 MCCAMPBELL RD	MANSFIELD, TX	76063-5305
HILLCREST WEST ADDITION	BLK 1	HERNANDEZ, ELEAZAR L	1700 MARTINIQUE DR	MANSFIELD, TX	76063-8546
LEE'S BROAD ADDITION	BLK 1	HART SYSTEMS INC	PO BOX 40888	FORT WORTH, TX	76140-0888
LEE'S BROAD ADDITION	BLK 1	MILL HAVEN WEST LLC	8760 COUNTY ROAD 612	MANSFIELD, TX	76063
LEE'S BROAD ADDITION	BLK 1	MANSFIELD ISD	203 HILLCREST ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 18	JML INVESTMENTS LTD	225 MAN O WAR CT	BURLESON, TX	76028-7934

Monday, January 24, 2022

Property Owner Notification for ZC#22-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD, CITY OF	BLK 20	JBK REALTY LLC	7240 RETTA MANSFIELD RD	MANSFIELD, TX	76063-4702
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
NOLES, R S REVISION	LOT A	D D BENSON DEVELOPMENT LLC	4215 RUANO CT	ARLINGTON, TX	76001
NOLES, R S REVISION	LOT A	D D BENSON DEVELOPMENT LLC	4215 RUANO CT	ARLINGTON, TX	76001
NOLES, R S REVISION	LOT A1	MORALES, MARIA YOLANDA	106 HAMIL ST	MANSFIELD, TX	76063-2061
NOLES, R S REVISION	LOT A2	COX, JOHN S	108 HAMIL ST	MANSFIELD, TX	76063-2061
NOLES, R S REVISION	LOT B	COX, JAN M	108 HAMIL ST	MANSFIELD, TX	76063-2061
NOLES, R S REVISION	LOT C	KING, HELEN	200 HAMIL ST	MANSFIELD, TX	76063-2063
NOLES, R S REVISION	LOT D	MATA, ISMAEL	757 W BROAD	MANSFIELD, TX	76063
NOLES, R S REVISION	LOT E	AGUAYO, JOEL R	702 PRAIRIE VIEW DR	MANSFIELD, TX	76063-2158
NOLES, R S REVISION	LOT R1F1	P&G CUSTOM HOMES INC	400 N STATE HWY 360 # 1321	MANSFIELD, TX	76063

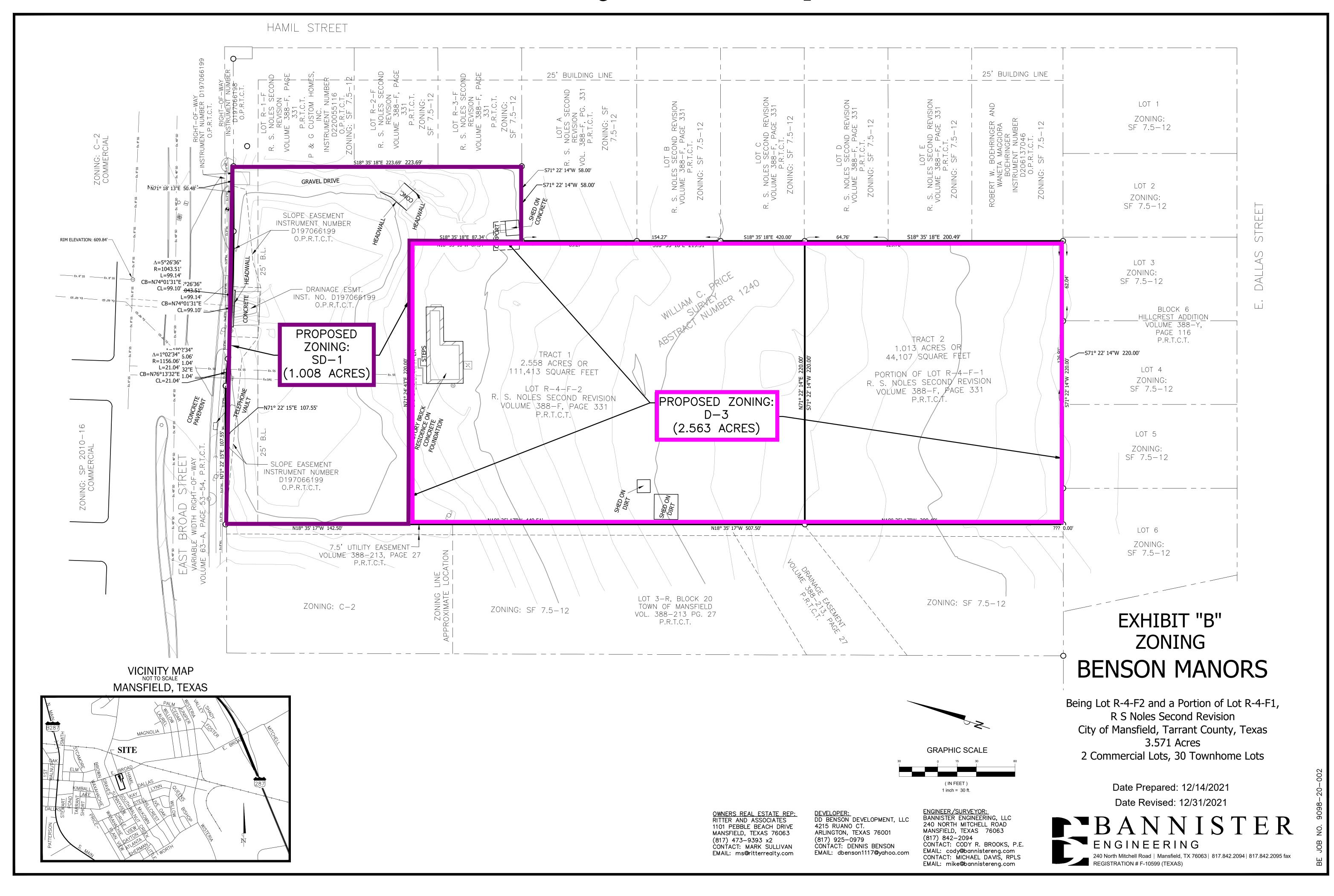
Monday, January 24, 2022

Property Owner Notification for ZC#22-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
NOLES, R S REVISION	LOT R2F	ARAGON, GERARDO	102 HAMIL ST	MANSFIELD, TX	76063
NOLES, R S REVISION	LOT R3F	HALL, JOE	1050 MCCAMPBELL RD	MANSFIELD, TX	76063-5305
NOLES, R S REVISION	LOT R4F	D D BENSON DEVELOPMENT LLC	4215 RUANO CT	ARLINGTON, TX	76001
NOLES, R S REVISION	LOT R4F	BOEHRINGER, ROBERT W	206 HAMIL ST	MANSFIELD, TX	76063-2063
REDEEMED CHRISTIAN CHURCH OF GOD ADDITION, THE	BLK 1	REDEEMED CHRISTIAN CHURCH OF G	2090 FM 157 STE 200	MANSFIELD, TX	76063
REDEEMED CHRISTIAN CHURCH OF GOD ADDITION, THE	BLK 1	REDEEMED CHRISTIAN CHURCH OF G	2090 FM 157 STE 200	MANSFIELD, TX	76063
REDEEMED CHRISTIAN CHURCH OF GOD ADDITION, THE	BLK 1	REDEEMED CHRISTIAN CHURCH OF G	2090 FM 157 STE 200	MANSFIELD, TX	76063

Monday, January 24, 2022

Zoning Delineation Map





CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4522

Agenda Date: 2/14/2022 Version: 1 Status: New Business

In Control: City Council File Type: Resolution

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Calling for a Bond Election to be Held on May 7, 2022; Making Provisions for the Conduct of the Election and Other Provisions Relating Thereto; and Providing and Effective Date

Requested Action

Approval of the Resolution Calling the May 7, 2022 Bond Election for the City of Mansfield.

Recommendation

City staff recommends the City Council order the Bond Election to be held on May 7, 2022 by approving the ordinance outlining the election procedures.

Description/History

Pursuant to Section 41.001 of the Texas Election Code and the Home Rule Charter, the City is required to conduct its bond election on the first Saturday in May.

Justification

The Bond Election is to be held in accordance with the Home Rule Charter and State Law.

Funding Source

Funds are allocated in the City Council budget (001-8806-11-01) for this expenditure.

Prepared By

Susana Marin, TRMC, City Secretary 817-276-4203

ORDINANCE NO.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY, MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the "City Council") of the City of Mansfield, Texas (the "City"), hereby finds and determines that it is necessary and advisable to call and hold an election in the City for the purpose of submitting certain propositions pertaining to the issuance of bonds for the purposes herein set forth;

WHEREAS, the City Council hereby finds and determines that said election shall be held on a uniform election date established by Section 41.001(a) Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the City Council finds, determines and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. <u>Findings</u>. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Election Ordered; Date; Proposition. A bond election (the "Election") shall be held for and within the City on Saturday, May 7, 2022 ("Election Day"), a uniform election date established by Section 41.001(a), Texas Election Code, as amended (the "Code"), as required by Texas law. At the Election the following proposition (the "Proposition") shall be submitted to the qualified voters of the City in accordance with law:

CITY OF MANSFIELD, TEXAS – PROPOSITION A

"Shall the City Council of the City of Mansfield, Texas (the "City") be authorized to issue bonds of the City, which may be called City of Mansfield, Texas, General Obligation Bonds, in the amount of \$7,000,000 for the purpose of providing funds for permanent public improvements, to wit: designing, constructing and equipping a Veterans Memorial, including plazas, a pond, pavilion, trails, restrooms and open spaces for park purposes within such area, said bonds to mature serially or otherwise not more than forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance under laws in effect at the time of issuance, and to provide for the payment

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of the principal of and interest on said bonds by levying a tax upon all taxable property in the City sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

<u>CITY OF MANSFIELD, TEXAS – PROPOSITION B</u>

"Shall the City Council of the City of Mansfield, Texas (the "City") be authorized to issue bonds of the City, which may be called City of Mansfield, Texas, General Obligation Bonds, in the amount of \$78,000,000 for the purpose of providing funds for permanent public improvements, to wit: designing, constructing and equipping a joint recreation center and library, including aquatics, fitness, track, playground, and events hall, said bonds to mature serially or otherwise not more than forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax upon all taxable property in the City sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

CITY OF MANSFIELD, TEXAS – PROPOSITION C

"Shall the City Council of the City of Mansfield, Texas (the "City") be authorized to issue bonds of the City, which may be called City of Mansfield, Texas, General Obligation Bonds, in the amount of \$55,000,000 for the purpose of providing funds for permanent public improvements, to wit: designing, constructing, improving, and equipping the Southwest Community Park and the Skinner Sports Complex, including baseball, soccer, and football fields, park and recreation facilities such as trails, playgrounds, pavilions, and sport courts, and open spaces for park and recreation purposes within such areas, said bonds to mature serially or otherwise not more than forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax upon all taxable property in the City sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

CITY OF MANSFIELD, TEXAS - PROPOSITION D

"Shall the City Council of the City of Mansfield, Texas (the "City") be authorized to issue bonds of the City, which may be called City of Mansfield, Texas, General Obligation Bonds, in the amount of \$10,500,000 for the purpose of providing funds for permanent public improvements, to wit: acquiring, designing, constructing, expanding, and equipping the Mansfield Linear Park Trail Network, including

Walnut Creek Linear Park and Pond Branch Linear Park, and the acquisition of land therefor, said bonds to mature serially or otherwise not more than forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax upon all taxable property in the City sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

<u>CITY OF MANSFIELD, TEXAS – PROPOSITION E</u>

"Shall the City Council of the City of Mansfield, Texas (the "City") be authorized to issue bonds of the City, which may be called City of Mansfield, Texas, General Obligation Bonds, in the amount of \$5,000,000 for the purpose of providing funds for permanent public improvements, to wit: designing, constructing, and equipping a Miracle Field, including a barrier-free, synthetic surface baseball field, inclusive playground, pavilion, restrooms, and open spaces for park and recreation purposes within such area, said bonds to mature serially or otherwise not more than forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax upon all taxable property in the City sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

Section 3. Official Ballot.

(a) The preparation of the necessary equipment and the official ballots for the Election shall conform to the requirements of the Code so as to permit the electors to vote "FOR" or "AGAINST" the Proposition which shall be set forth on the ballots substantially in the following form:

CITY OF MANSFIELD, TEXAS – PROPOSITION A

FOR) THE ISSUANCE OF \$7,000,000 GENERAL OBLIGATION BONDS FOR A VETERANS MEMORIAL, INCLUDING PLAZAS, A POND,

AGAINST) PAVILION, TRAILS, RESTROOMS, AND OPEN SPACES FOR PARK PURPOSES AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

<u>CITY OF MANSFIELD, TEXAS – PROPOSITION B</u>

FOR) THE ISSUANCE OF \$78,000,000 GENERAL OBLIGATION BONDS FOR A JOINT RECREATION CENTER AND LIBRARY, INCLUDING

AGAINST) AQUATICS, FITNESS, TRACK, PLAYGROUND, AND EVENT HALL AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF MANSFIELD, TEXAS - PROPOSITION C

FOR) THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION BONDS FOR THE SOUTHWEST COMMUNITY PARK AND SKINNER

AGAINST) SPORTS COMPLEX, INCLUDING BASEBALL, SOCCER, AND FOOTBALL FIELDS, TRAILS, PLAYGROUNDS, PAVILIONS, SPORT COURTS AND OPEN SPACES FOR PARK AND RECREATION PURPOSES AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

<u>CITY OF MANSFIELD, TEXAS – PROPOSITION D</u>

FOR) THE ISSUANCE OF \$10,500,000 GENERAL OBLIGATION BONDS FOR EXPANDING THE MANSFIELD LINEAR PARK TRAIL

AGAINST) NETWORK, INCLUDING WALNUT CREEK LINEAR PARK AND POND BRANCH LINEAR PARK AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF MANSFIELD, TEXAS – PROPOSITION E

FOR) THE ISSUANCE OF \$5,000,000 GENERAL OBLIGATION BONDS FOR A MIRACLE FIELD, INCLUDING A BARRIER-FREE,

AGAINST) SYNTHETIC SURFACE BASEBALL FIELD, INCLUSIVE PLAYGROUND, PAVILION, RESTROOMS, AND OPEN SPACES FOR PARK AND RECREATION PURPOSES AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

Section 4. <u>Bilingual Election Materials</u>. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English, Spanish, and Vietnamese in

Ordinance No. _____ 22-4522
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compliance with the Code and with the Federal Voting Rights Act of 1965, as amended, including particularly Chapter 272 of the Code pertaining to bilingual requirements.

Section 5. <u>Persons Qualified to Vote</u>. All resident, qualified electors of the City shall be eligible to vote at the Election.

Election Precincts, Voting Locations and Voting Hours on Election Day. Section 6. The election precincts for the Election shall consist of the territory within the boundaries of the City situated within one or more County election precincts located wholly or partially within the City. The precinct numbers for the City's election precincts shall be the same as those assigned by Johnson County, Ellis County, and Tarrant County (together, the "Counties"), as applicable, to those Counties' election precincts. The polling places for the Election are hereby designated to be those locations identified by the Johnson County Election Officer, Ellis County Election Officer, and Tarrant County Election Officer (as defined herein). Such locations are listed on Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes; provided, however, such locations may be changed if so directed by the Johnson County Election Officer, Ellis County Election Officer, and Tarrant County Election Officer without further action of the City. Johnson County, Ellis County, and Tarrant County, or their respective Election Officers are hereby authorized and directed to make such changes in polling locations as may be necessary for the proper conduct of the Election, without further action by the City, and the City Secretary or his/her designee is hereby authorized to update Exhibit A to reflect the locations designated by the Johnson County, Ellis County, and Tarrant County, or their respective Election Officers, which locations are hereby approved. Each polling place shall be open from 7:00 A.M. to 7:00 P.M. on Election Day.

Section 7. County Clerk; Early Voting Clerk; Early Voting Locations, Dates and Times. (a) Susana Marin (the "Johnson County Elections Officer"), Jana Onyon (the "Ellis County Elections Officer"), and Heider Garcia (the "Tarrant County Elections Officer," collectively, the "Election Officers") are hereby appointed as the Early Voting Clerks for Johnson, Ellis, and Tarrant Counties, respectively, for purposes of this Election (the "Early Voting Clerks") and agents for the custodian of voted ballots in the jurisdiction.

(b) The address for the Early Voting Clerk of Johnson County and the address for application for ballot by mail is Susana Marin, Early Voting Clerk, 1200 E Broad St. Mansfield, TX 76063 and the Early Voting Clerk may be reached at the following: (i) Telephone: 817-276-4200, (ii) Email: susana.marin@mansfieldtexas.gov, and (iii) Website: https://www.mansfieldtexas.gov/182/City-Secretarys-Office.

The address for the Early Voting Clerk of Ellis County and the address for application for ballot by mail is Early Voting Clerk, Ellis County Elections, 204 E. Jefferson Street, Waxahachie, Texas 75165-3752, and the Early Voting Clerk may be reached at the following: (i) Telephone: 972-825-5195, (ii) Email: elections@co.ellis.tx.us, and (iii) Website: https://co.ellis.tx.us/312/Elections.

The address for the Early Voting Clerk of Tarrant County and the address for application for ballot by mail is Tarrant County Elections, PO Box 961011, Fort Worth, Texas, 76161-0011, or by express courier delivery at Tarrant County Elections, 2700 Premier St., Fort Worth, Texas 76111-3011 and the Early Voting Clerk may be reached at the following: (i) Telephone: 817-831-8683,

- (ii) Email: votebymail@tarrantcounty.com, and (iii) Website: https://www.tarrantcounty.com/en/elections.html.
- (c) The main early voting polling place for Johnson County is hereby designated to be Precinct 3 Maintenance Facility (Community Room), 10420 E. FM 917 Alvarado, TX 76009. The main early voting polling place for Ellis County is hereby designated to be Ellis County Elections Office (Voting Room) 204 E. Jefferson Street, Waxahachie, TX 75165. The main early voting polling place for Tarrant County is hereby designated to be Tarrant County Elections Center, 2700 Premier Street, Fort Worth, TX 76111.
- (d) The early voting places and the addresses for early voting by mail for the Election are hereby designated as set forth in Exhibit B; provided, however, such locations may be changed if so directed by the Election Officers without further action of the City. The Election Officers are hereby authorized and directed to make such changes in locations as may be necessary for the proper conduct of the Election. The City Secretary or her designee is hereby authorized to update Exhibit B to reflect the locations designated by the Election Officers, and such locations are hereby approved. The Election Officers and/or Early Voting Clerks are hereby authorized to appoint the members of the Early Voting Ballot board and the presiding judges and alternate judges for each polling location in accordance with the requirements of the Code. Each of the presiding judges shall be authorized to approve the necessary election clerks to assist in conducting the Elections.
- (e) Early voting by personal appearance shall be conducted on the days and during the hours set forth in Exhibit B, as may be adjusted by the Election Officer without further City Council action.
- (f) The Election Officers and/or Early Voting Clerks are hereby authorized to appoint the members of the early voting ballot board and the presiding judges and alternate judges for each polling location in accordance with the requirements of the Code. Each of the presiding judges shall be authorized to approve the necessary election clerks to assist in conducting the Elections.
- (g) Voting times may be changed if so directed by the Election Officers without further action of the City. The Election Officers are hereby authorized and directed to make such changes in voting hours as may be necessary for the proper conduct of the Election.
- **Section 8.** <u>Joint Election</u>. The City has determined that it is in the best interest of the City to participate in a joint election with other governmental entities in the County holding elections on Election Day and contract with the Ellis County Election Officer and Tarrant County Election Officer for election services (the "Election Agreement").
- **Section 9.** Appointment of Election Officers. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary f]or conducting the Election shall be appointed, election judges and alternate judges may be changed, and the central counting station shall be established and staffed all as provided in the Election Agreement and such actions are hereby approved. Further, the City Council hereby authorizes the Mayor to appoint any such other officials not designated herein or appointed pursuant to the Election Agreement as are necessary and appropriate to conduct the Election in accordance with the Code.

Section 10. Notice of Election. Notice of the Election shall be given by: (i) publishing a substantial copy of this Ordinance, in English, Spanish, and Vietnamese, two (2) times on the same day in consecutive weeks, with the first publication to occur not earlier than the thirtieth (30th) day nor later than the fourteenth (14th) day prior to the date set for the Election, in a newspaper published in the City (or that otherwise complies with applicable law), (ii) posting a copy of this Ordinance on the bulletin board used for posting notices of meetings of the Board and the Ordinance and the Voter Information Document (as hereinafter defined), in English, Spanish, and Vietnamese, on the bulletin board used for posting notices of meetings of the City Council and in at least three (3) other public places within the boundaries of the City, not later than the twentyfirst (21st) day prior to the date set for the Election, and (iii) posting a copy of this Ordinance and the Voter Information Document, in English, Spanish, and Vietnamese, on the City's website, prominently and together with the notice of the Election, the contents of the Propositions and any sample ballots prepared for the election, not later than the twenty-first (21st) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance and the Voter Information Document shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Election Officers and voter registrar of the Counties not later than the sixtieth (60th) day before the Election Day; which notice the Counties are hereby authorized and directed to post to its website not later than the twenty-first (21st) day prior to Election Day. Notice of the Election shall be posted to the City's internet website not later than the twenty-first (21st) day before the election, in compliance with Section 4.009, Texas Election Code, as amended. The website for the City can be found at https://www.mansfieldtexas.gov/.

Section 11. Conduct of Election. The Election shall be held in accordance with the Code, the Texas Government Code, and the Federal Voting Rights Act of 1965, as amended (the "Voting Rights Act"), including particularly Chapter 272 of the Code pertaining to bilingual requirements.

Section 12. <u>Information Required by Section 3.009 of the Election Code.</u>

- (a) <u>City's Outstanding Debt</u>. As of the date of this Ordinance, the City's aggregate principal amount of outstanding tax-supported debt was \$151,135,000 and the aggregate amount of outstanding interest on such tax-supported debt was \$44,000,265. As of the date of this Ordinance, the City's total ad valorem tax rate is \$0.69 per \$100 of assessed valuation, which is made up of a maintenance and operations tax rate component of \$0.465001 per \$100 of assessed valuation and a debt service tax rate component of \$0.224999 per \$100 of assessed valuation of taxable property in the City.
- (b) <u>Issuance of New Debt</u>. The City intends to issue the bonds authorized by the Propositions over a period of years in a manner and in accordance with a schedule to be determined by the City Council based upon a number of factors, including, but not limited to, the then current needs of the City, demographic changes, prevailing market conditions, assessed valuations of property in the City, the use of variable rate debt and management of the City's short-term and long-term interest rate exposure. Market conditions, demographics and assessed valuations of property vary based upon a number of factors beyond the City's control. Therefore, the City cannot and does not guarantee a particular interest rate or tax rate associated with the bonds authorized by the Proposition. As such, the information contained in this paragraph is provided solely for

illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The City estimates that, based on the City's current taxable assessed valuation, current market conditions as of the date of this Ordinance, and estimated future growth in the City's taxable assessed valuation, if the Proposition was approved and all of the bonds authorized by the Proposition were issued in accordance with the City's current projected plan of finance, the maximum interest rate on the bonds is not expected to exceed 4.75%.

(c) <u>Additional Information Required by Section 3.009 of the Code</u>. The additional information required by Section 3.009 of the Code is located in Sections 2 and 3 of this Ordinance.

Section 13. <u>Voter Information Documents</u>. The Mayor of the City or their designee, acting on behalf of the City Council, in consultation with the City Attorney, bond counsel, and financial advisor, is hereby authorized and directed to provide with respect to the Propositions a voter information document, in the form prescribed by Section 1251.052(b), Texas Government Code (collectively, the "Voter Information Document").

The Mayor of the City or their designee, acting on behalf of the City Council, is further authorized and directed to post or provide for the posting of the Voter Information Document in the manner provided under Section 10 of this Ordinance and Section 1251.052(b), Texas Government Code.

Section 14. Necessary Actions. The Mayor and the City Secretary of the City, or his/her designee, acting on behalf of the City Council, in consultation with the City Attorney and/or bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable as determined by the County Election Officers.

Section 15. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 16. Appointment of Election Officers. The Election Officers are hereby appointed Election Officer for the District and agent for the custodian of voted ballots in the respective jurisdictions.

Section 17. <u>Effective Date</u>. This Ordinance shall take effect immediately upon its adoption.

[Signature Page Follows]

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 14TH DAY OF FEBRUARY, 2022.

ATTEST:	Michael Evans, Mayor
Susana Marin, City Secretary	
APPROVED AS TO FORM AND LEG	GALITY:
Drew Larkin, City Attorney	

EXHIBIT A

JOHNSON COUNTY ELECTION DAY SCHEDULE LOCATIONS

Saturday, May 7, 2022 – Polls are open from 7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS*

City voters may vote at any of the following locations on Election Day:

Pct. 3 Maintenance Facility (Community Room) 10420 E. FM 917 Alvarado, TX 76009

ELLIS COUNTY

ELECTION DAY SCHEDULE LOCATIONS

Saturday, May 7, 2022 – Polls are open from 7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS*

Ellis County utilizes countywide vote centers. City voters may vote at any of the following locations on Election Day:

	Location	
1	ELLIS COUNTY SUB-COURTHOUSE (Foyer) 207 S SONOMA TRAIL	ENNIS, TX 75119
2	ENNIS PUBLIC LIBRARY (Learning Center) 501 W. ENNIS AVE	ENNIS, TX 75119
3	FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST.	ENNIS, TX 75119
4	FERRIS PUBLIC LIBRARY (Trussell Mtg Rm) 301 E 10TH STREET	FERRIS, TX 75125
5	MT GILEAD BAPTIST CHURCH (Cafeteria) 106 HARRIS ST.	ITALY, TX 76651
6	FIRST BAPTIST CHURCH-MAYPEARL (Cafeteria) 5744 FM 66	MAYPEARL, TX 76064
7	MIDLOTHIAN CHURCH OF CHRIST (Rear Foyer) 1627 N HWY 67	MIDLOTHIAN, TX 76065
8	MIDLOTHIAN CONFERENCE CTR (Ballroom) 1 COMMUNITY CIRCLE DR	MIDLOTHIAN, TX 76065
9	MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875	MIDLOTHIAN, TX 76065
10	GRACE CHURCH OF OVILLA (Flex Room) 519 WESTMORELAND RD	OVILLA, TX 75154
11	PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY	PALMER, TX 75152
12	EASTRIDGE BAPTIST CHURCH (Gym) 732 E OVILLA RD	RED OAK, TX 75154
13	RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY	RED OAK, TX 75154
14	ELLIS COUNTY WOMANS BUILDING (Main Room) 407 W JEFFERSON ST.	WAXAHACHIE, TX 75165
15	FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST.	WAXAHACHIE, TX 75165
16	PARK MEADOWS BAPTIST CHURCH (Foyer) 3350 N HWY 77	WAXAHACHIE, TX 75165
17	SALVATION ARMY OF ELLIS COUNTY (Cafeteria) 620 FARLEY ST.	WAXAHACHIE, TX 75165
18	MILFORD SENIOR CITIZENS CENTER 109 S. MAIN STREET	MILFORD, TX 76670

^{*} Subject to change. To verify, please go to the Johnson County Election Officer's website, https://www.mansfieldtexas.gov/

EXHIBIT A

Location

	20 tuton	
19	ALMA COMMUNITY CENTER 104 INTERURBAN RD	ENNIS, TX 75119
20	LIFEPOINT COMMUNITY 201 LOUISE RITTER RD	RED OAK, TX 75154
21	MARVIN ELEMENTARY SCHOOL (CAFETERIA) 110 BROWN STREET	WAXAHACHIE, TX 75165
22	FIRST UNITED METHODIST-BARDWELL (Church Annex) 104 PECAN ST	BARDWELL, TX 75119

^{*} Subject to change. To verify, please go to the Ellis County Election Officer's website, https://co.ellis.tx.us/312/Elections.

TARRANT COUNTY

ELECTION DAY SCHEDULE LOCATIONS

Saturday, May 7, 2022 – Polls are open from 7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS*

Tarrant County utilizes countywide vote centers. City voters may vote at any of the following locations on Election Day:

[To come]

* Subject to change. To verify, please go to the Tarrant County Election Officer's website, https://www.tarrantcounty.com/en/elections.html.

JOHNSON COUNTY

Early Voting Schedule*

DATE	DAY	TIME
April 25 – 29, 2022	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 30	Saturday	7:00 a.m. – 7:00 p.m.
May 1	Sunday	10:00 a.m. – 4:00 p.m.
May 2 – 3, 2022	Monday - Tuesday	7:00 a.m. – 7:00 p.m.

Johnson County Early Voting Location

**Pct. 3 Maintenance Facility (Community Room) 10420 E. FM 917 Alvarado, TX 76009

The address for the Early Voting Clerk of Johnson County and the address for application for ballot by mail is:

Susana Marin, Early Voting Clerk Telephone: 817-276-4200

1200 E Broad St. Email: susana.marin@mansfieldtexas.gov

Mansfield, TX 76063

ELLIS COUNTY

DATE	Early Voting Schedule DAY	TIME
April 25 – 29	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 30	Saturday	8:00 a.m. – 4:00 p.m
May 2 – 3	Monday - Tuesday	7:00 a.m. – 7:00 p.m

*Ellis County Early Voting Locations

Location

1		**Elections Office (Main Location) 204 E. Jefferson Street	Waxahachie, TX 75165
2		Midlothian Conference Ctr (Foyer) 1 Community Circle Dr.	Midlothian, TX 76065
3		Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way	Palmer, TX 75152
4		Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail	Ennis, TX 75119
5		Red Oak Municipal Center (Pitts Rm) 200 Lakeview Pkwy	Red Oak, TX 75154
•	6	• Waxahachie ISD Admin Bldg (BoardRm) 411 N. Gibson	 Waxahachie, TX 75165
7		Mt Gilead Baptist Church (Fellowship Hall) 106 Harris St.	Italy, TX 76651

^{*} Subject to change. To verify, please go to the Ellis County Election Officer website, https://co.ellis.tx.us/312/Elections.

^{*} Subject to change. To verify, please go to the Johnson County Election Officer website, https://www.mansfieldtexas.gov.

^{**} Main Polling Location.

^{**} Main Polling Location.

The address for the Early Voting Clerk of Ellis County and the address for application for ballot by mail is:

Early Voting Clerk, Ellis County Elections 204 E. Jefferson Street Waxahachie, Texas 75165-3752, Telephone: 972-825-5195 Email: elections@co.ellis.tx.us.

TARRANT COUNTY

Early Voting Schedule

DATE	DAY	TIME
April 25 – 29	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 30	Saturday	7:00 a.m. – 7:00 p.m.
May 1	Sunday	10:00 a.m. – 4:00 p.m.
May 2 – 3	Monday - Tuesday	7:00 a.m. – 7:00 p.m.

Early Voting Locations*

	Early voting L	ocations	
	Location	Address	City
1	Bob Duncan Center	2800 S Center Street	Arlington
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington
6	Tarrant County College Southeast Campus	2100 Southeast Parkway	Arlington
	EMB - Portable Building C		
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington
8	B. J. Clark Building	601 Southeast Parkway	Azle
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook
11	Colleyville City Hall	100 Main Street	Colleyville
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley
13	Euless Family Life Senior Center	300 W Midway Drive	Euless
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill
15	All Saints Catholic Church Parish Hall	200 NW 20 th Street	Fort Worth
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth
17	Golden Triangle Branch Library	4264 Golden Triangle Boulevard	Fort Worth
18	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth
19	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth
20	James Avenue Service Center	5001 James Avenue	Fort Worth
21	JPS Health Center Viola M. Pitts/Como	4701 Bryant Irvin Road N	Fort Worth
	Lower Level #100		
22	Southside Community Center	959 E Rosedale Street	Fort Worth
23	Southwest Regional Library	4001 Library Lane	Fort Worth
24	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth
25	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth
26	Tarrant County Elections Center** Main Early Voting Site	2700 Premier Street	Fort Worth
27	Tarrant County Plaza Building	201 Burnett Street	Fort Worth

28	Worth Heights Community Center	3551 New York Avenue	Fort Worth
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie
30	The REC of Grapevine	1175 Municipal Way	Grapevine
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City
32	Former Haslet Elementary School	501 School House Road	Haslet
33	Brookside Center	1244 Brookside Drive	Hurst
34	Keller Town Hall	1100 Bear Creek Parkway	Keller
35	Kennedale Community Center	316 W 3rd Street	Kennedale
36	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield
39	Dan Echols Center	6801 Glenview Drive	N Richland Hills
40	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills
41	River Oaks Annex Old Library Building	4900 River Oaks Boulevard	River Oaks
42	Eagle Mountain-Saginaw ISD, Building 6	1200 N Old Decatur Road	Saginaw
	Training Room		
43	Southlake Town Hall	1400 Main Street	Southlake

^{*} Subject to change. To verify, please go to the Tarrant County Election Officer website, https://www.tarrantcounty.com/en/elections.html.

Applications for a Ballot by Mail must be submitted between January 1, 2022 and April 26, 2022 by mail, fax or email to:

Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

Tarrant County Elections
Early Voting Clerk
PO Box 961011
Fort Worth TX 76161-0011

or by express courier delivery at:

Tarrant County Elections
Early Voting Clerk
2700 Premier St.
Fort Worth, Texas 76111-

Fax: 817-850-2344

Email: votebymail@tarrantcounty.com

^{**} Main Polling Location.



CITY OF MANSFIELD

1200 E. Broad St. Mansfield, TX 76063 mansfieldtexas.gov

STAFF REPORT

File Number: 22-4524

Agenda Date: 2/14/2022 Version: 1 Status: New Business

In Control: City Council File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Authorizing the Conveyance of Approximately 46 Acres of City Owned Real Property; Authorizing the City Manager to Execute all Documents Necessary to Complete the Transaction; and Providing an Effective Date

Requested Action

Defer to Council.

Recommendation

Defer to Council

Description/History

The City of Mansfield solicited bids for the sale of city owned property near Heritage Parkway and Justice Lane. The bids were opened on Monday February 7th.

Justification

The sale of this property will facilitate future growth and development.

Funding Source

General Fund

Prepared By

Matt Jones, Assistant City Manager, 817-276-4228

ORDINANCE NO.	ORDINANCE NO.	
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AN ORDINANCE AUTHORIZING THE CONVEYANCE OF APROXIMATELY 46 ACRES OF CITY OWNED REAL PROPERTY; AUTHORIZING THE CITY MANANGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the City owns approximately 46 acres of real property, as described and shown on the attached Exhibit A (the "City Property"); and,

WHEREAS, pursuant to Section 272.001 of the Texas Local Government Code, the City published notice of bids for the purchase or exchange of real property to find a site located in a highly-visible and accessible area within the City; and,

WHEREAS, Living Church, a Texas non-profit corporation ("Living Church") currently owns approximately 36 acres of real property, as described on the attached <u>Exhibit B</u> (the "Living Church Property"); and,

WHEREAS, Living Church submitted a bid (the "Bid") responsive to the City's notice of bids and the bid specifications for Project No. 2022-0804-01, offering to exchange the Living Church Property for the City Property in addition to other terms and consideration as described in the Bid; and,

WHEREAS, the City Council finds that the Living Church Property, in addition to the other terms of the Bid, are of comparable value to the City Property and an exchange would be reasonable to accommodate the needs of both parties; and,

WHEREAS, the City Council, after due and careful consideration, has determined the conveyance and exchange of the City Property for the Living Church Property is in the best interest of the City.

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

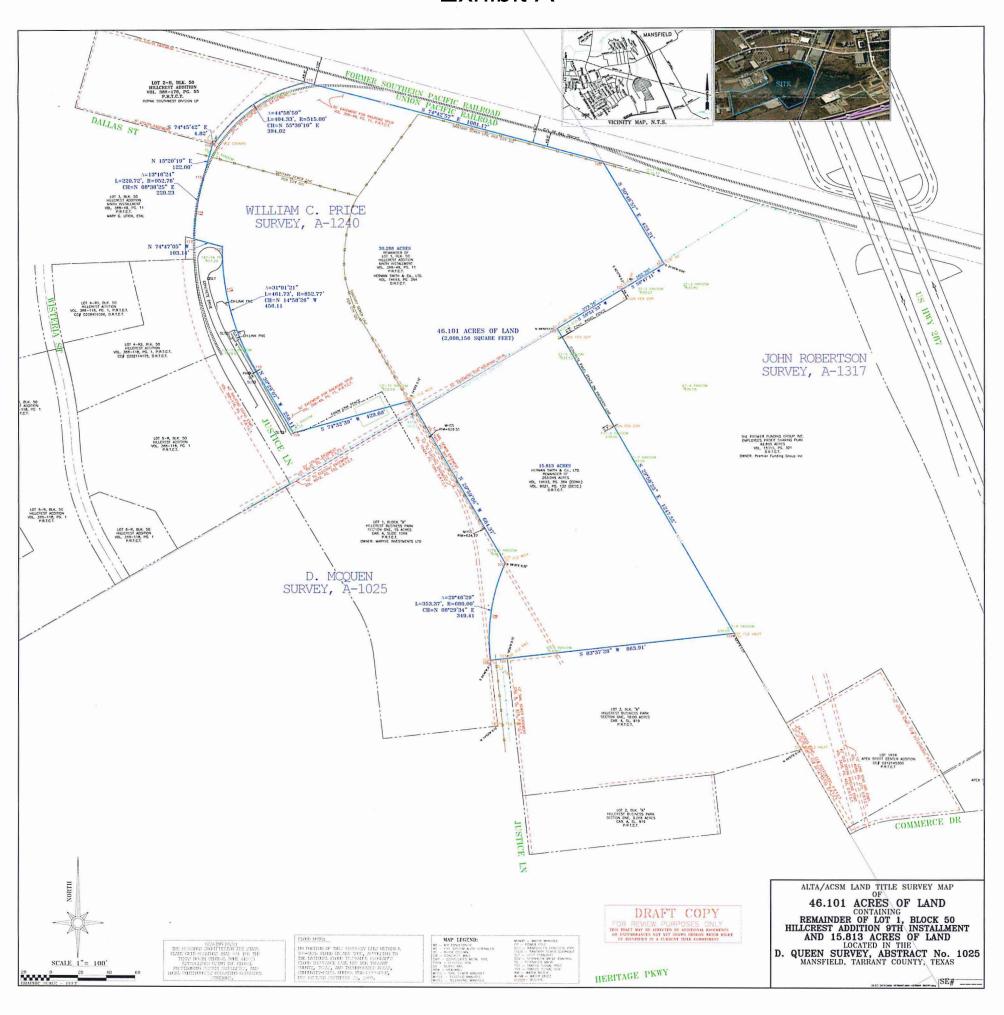
SECTION 1

The City Council, pursuant to Section 3.13 of the City's Charter, authorizes the conveyance of the City Property to Living Church or its affiliates, and finds that the Bid submitted by Living Church provides the best value to the City based upon an evaluation of the factors set forth in the bid specifications for Project No. 2022-0804-01.

Ordinance No	22-4524
Page 2 of 2	
SECTION 2	
The City Manager, or his authorized designee, is he negotiate, finalize, and execute (i) a contract of sale and e affiliates based on the proposed terms of the Bid; (ii) a special Property to Living Church or its affiliates; (iii) any docume and (iv) all other documents necessary to complete the context of the Living Church Property.	exchange with Living Church or its all warranty deed conveying the City ents requested by the title company;
SECTION 3	
This ordinance shall take effect immediately from and	l after its passage.
DULY PASSED by the City Council of the City of February, 2022.	Mansfield, Texas, this 14 th day of
	Evans, Mayor
ATTEST:	Dvans, iviayor
Susana Marin, City Secretary	
APPROVED AS TO FORM AND LEGALITY	

Drew Larkin, City Attorney

Exhibit A



LAND DESCRIPTION:

BEING all those certain jots, tracts and parcels of land situated in the DANIEL DELAY SURVEY, ABSTRACT No. 421; the JOHN ROBERTSON SURVEY, ABSTRACT No. 1317, the MILTON GREGG SURVEY, ABSTRACT No. 555, and the SAMUEL MITCHELL SURVEY, ABSTRACT No. 1034, all the city of Mansfeld, Tarrant County, Taxas, the Tarrant County, Taxas, the Tarrant County, Taxas, the tit is it. If the Perry Addition an addition to the City of Mansfeld, Tarrant County, Taxas, as recorded in Califord ID, Side 1139, Ptal Records, Tarrant County, Texas, as recorded in Califord ID, Side 1139, Ptal Records, Tarrant County, Texas, as recorded in Califord ID, Side 1139, Ptal Records, Tarrant County, Texas, (DRTCT), as conveyed to The Perry Family Trust in the deed recorded under County Clerk's File No. (CCR) D200386501, Deed Records Tarrant County, Texas, (DRTCT); and to Gerafid the towersterny and Amosto Perry in the deed recorded under CCR D206124588, DRTCT; said (statistics, and perchas of land tieling more particularly described, by metas and bounds, as follows:

BEGINNING at a 1/2 inch iron rud found for the most inesterly southwest corner of the herein described tract of land, the northwest corner of Lot 1, Mansfield Lodge No. 331, an addition to the City of Mansfield, as recorded in Volume 388-161, Page 4, PRTC1, and in the easterly Right OI Way (ROW) line of US Highway 287, a 400 feet wide ROW.

THENCE NORTH 21"39"20" WEST with said ROW line, at 40 feet exit Jennson County and enter Tarrant County, continuing with east ROW line a total distance of 205.04 FEET to a 5/8 inch from rod found fer comer, said corner also only the most westerly southwest corner of a tract of jand conveyed to Conway Madison LTC, in the deed recorded under COM D209279400, DRTCT:

THENCE NORTH 59:35:45" EAST leaving said ROWline, with said Corresp Medison fract and generally with a broken fence, a distance of 377.14 FEET to a 1/2 high hour do found for corner.

THENCE SOUTH 33°C107" EAST continuing with said Conway Madison tract a distance of 141.99 FEET to a 1 jinch iron rod found at the base of a tence post:

THENCE NORTH 59'44'46' EAST continuing with said Conway Madison trad and generally with a brown force a distance of 795.70 FEET to a 1/2 bith from roul found for corner,

THENCE NORTH 60°52'33' EAST continuing with said Conway Macison tract and generally with a broken fence, a distance of 183.66 (FEET to a 1/2 high horized found with a plastic capifor conner.

THENCE NORTH 29'55'27' WEST continuing with sald Corway Madeon tract and generally with a broken fonce, a distance of 536.40 FEET to a point for corner from which a fence corner post bears :

THENCE NORTH 66'52'21' EAST ceparting sale Corway Madison tract, a distance of 110.6' FEET to a PK hall Set in the center of Mitchell Road, furner County Rose 20'4.

THENCE SOUTH 82'38'05' EAST with the centerline of said Mitchell Read, a distance of 641.57 FEET to a PK Naji Found for corner, said comer being the southwesterly corner of a tract of land corneryed to Manisterii Economic Development Corporation in the deed recorded under CC# D199137350, DRTCT;

THENCE NORTH 60149'56' EAST with salt Manafield Economic Development Corporation tract a distance of 512.56 FEET to a point for comer, said comer also being the norm-easterly comer of a tract of land conveyed to Sowell Reserve Association (IP) in the dead retarded under CCs D21429993, DRTCT;

THENCE SOUTH 32"5055" EAST with said Sowell Reserve Association tract a distance of 373,89 FEET to an "X" out in concert found for corner in the controlling of the aforesaid Mildhell Road.

THENCE SOUTH 30'48'27' EAST with said Sowell Reserve Association tract and said centerline, a distance of 334.77 FEET to a PK Nail Ser for corner.

THENCE SOUTH 50/54 48" WEST departing salt centerline at 8 feet pass the normeast corner of a tract of land conveyables. Bobby Filtavens and Mary Anathawers in the deed recorded under Volume 3810, Page 308, DRTCT, conflicting with early Herens tract a total citated of 1.170 99 FEET to a 3-28 feet from rod found for corner, said from rod being the northwest corner of said Havens tract, the northwest corner of said Havens tract, the northwest corner of a said to find only the feet of the said to find only 1.0 km and 1.0 km a

THENCE SOUTH 60°01'12" WEST with said relevens tract, at 164 feet pass self-Tarrant County and enter Jehnson County, continuing with said Havens tract at 281,48 feet pass the common northerly corner between self-travens tract and Ect A. Block 1. A Micrary Addition, an addition to the City of Mansfeld, Johnson County, Touris, as recorded in Volume 388-161, Page 2. PRTCT, continuing with said tot A is total distance of 632-30 FEET to a point for certein from which a fence comer past found bears South 77" West 1.2 feet, said commit felling at the advancestority corner of a tract of jand conveyed to Nu Chun Yu Jn the deed recorded under Volume 1325, Page 585, DRUCT;

THENCE NORTH 30°28'46" WEST with said Yultract and generally with a fence, at 275 tool fall Johnson Councy and enter Terrant County contributing with said Yultract and generally with a fence at 465,0 fool page a 368 fact; from not found for the southeasterly corner of the attitude of the southeasterly corner of the attitude of the southeasterly corner of the attitude of the 583,44 FEET to a 372 fact into not for home.

THENCE SOUTH 5973920' WEST with ball Lot 1 and generally with a ferce, at 519 feet with terrant County and enter Johnson County, continuing with said Lot 1 and generally with a tence a total distance of 591 04 FFFT to the POINT OF BEGINNING, and containing 36 894 Access of land, more or less.



Daniel J. Burke, Jr.

Direct T 314.259.4771 F 314.552.4849

dburke@atllp.com

February 2, 2022

1200 E. Broad St. Mansfield, Texas 76063 Attn: City Secretary

Re:

2022-0804-01 - BID TO PURCHASE OR EXCHANGE REAL PROPERTY -

ATTN: CITY SECRETARY

Dear Joe Smolinski:

Please accept this bid prepared on behalf of Mr. Truston Baba of Living Church ("Seller").

Terms of Bidder's Proposed Transaction:

- 1. The City will buy the Seller's land for the purchase price of \$1,500,000.00 together with other consideration described herein.
- 2. Seller will take title to the City's Property, as defined in the Bid Specifications.
- 3. The City agrees to escrow funds in the amount of \$1,570,000.00 for the future construction and extension of Justice Ln., Dallas St. and Commerce Dr. which will be released as expended by Seller. The City will cause the developer(s) of adjacent property to provide and fund connectivity to HWY 287 to the east when adjacent properties develop.
- 4. The City will construct a road connection from Commerce Dr. to the property in conjunction with the construction of other roads on the property.
- 5. The City will facilitate a rail crossing to the west at Dallas St.
- 6. The City will allow the Seller to locate a 60' cross on the 46 acres.
- 7. The City will provide a sign easement to allow signage for Seller along Commerce Dr. which will be comparable to the sign previously approved for Seller's property.
- 8. The City and Seller agree that the exchange of property includes the entire 46 acres save and except a 2 acre strip along the southern boundary and 36 acres as described above.

February 2, 2022 Page 2

- 9. The City agrees to make rental payments in the amount of \$14,000/month to the MISD for Seller's use of MISD facilities (or similar) for up to 24 months, or until a certificate of occupancy is issued for a new facility for Seller. If Seller is no longer using a facility, no payments will be provided.
- 10. The City will allow Seller to store trucks, trailers, and equipment on Seller's land for 12 months after sale and until a 90 day notice to remove is given.
- 11. The City will allow Seller to continue to occupy the residences on Seller's land for 12 months after sale and until a 90 day notice to vacate is given.
- 12. Seller will be allowed to name the new road off of Commerce Dr.
- 13. The City will provide infrastructure for Seller including electric, fiber, water, and sewer to be extended and available for Phase 1 of Seller's facility in conjunction with the construction of the church facility.
- 14. The City will install decorative metal fencing and evergreen living screening to screen the City facilities from the property.
- 15. City will support a new Planned Development zoning for the 46 acres for Seller for a church, seminary school/university, student/staff housing, restaurant with drive through, childcare/mother's day out, wedding/event venue, retail and other ancillary uses, constructed with building materials comparable to those in adjacent and surrounding areas.
- 16. City and Seller will exchange any land or engineering studies previously conducted on each party's land. To the extent that City has not conducted land or engineering studies comparable to those which will be provided by Seller, City will fund and cause to be conducted such studies and deliver them to Seller.
- 17. The closing of the transaction shall take place at the offices of Yellowstone Title Company, 309 East Broad Street, Mansfield, Texas 76063.
- 18. Seller will have a Feasibility Period not to exceed forty-five (45) days to inspect and ensure feasibility of the transaction in conjunction with the terms of this bid.
- 19. Closing will occur within ten (10) days following expiration or earlier termination of the Feasibility Period.

Cash Consideration: \$1,500,000.00 paid by the City to Seller.

Exchange: See Exhibit A, attached hereto.

Other Consideration: None

Sincerely,

Daniel J. Burke, Jr.

Partner, Armstrong Teasdale LLP, counsel to Seller

Truston Baba

Lead Pastor, Living Church

EXHIBIT A

LAND DESCRIPTION:

BEING all those cortain lots, tracts and parcels of land situated in the DANIEL DELAY SURVEY, ABSTRACT No. 421: the JOHN ROBERTSON SURVEY, ABSTRACT No. 1317, the MILTON GREGG SURVEY, ABSTRACT No. 555, and the SAMUEL MITCHELL SURVEY, ABSTRACT No. 1024, all in the city of Mansfield, Tarrant County, Texas, the DANIEL DELAY SURVEY. ABSTRACT No. 709, City of Mansfield, Johnson County, Texas, Lot 1. R. H. Perry Addition, an addition to the City of Mansfield, Tarrant County, Texas, as recorded in Cabinet B, Silce 1139, Post Records, Tarrant County, Texas (PRTCT), as conveyed to The Perry Family Trust in the deed recorded under County Clerk's Fie No. (CCB) 0206386501, Decd Records Tarrant County, Texas (DATCT); and to Gerald Howard Porry and America Perry in the deed recorded under CCB 0206124588, DRTCT; said jots, tracts, and parcels of land heing more particularly described, by metes and bounds, as follows:

BEGINNING at a 1/2 Inch Iron rod found for the most westerly southwest corner of the herein described tract of land, the northwest corner of Lot 1, Mansfield Lodge No. 331, an addition to the City of Mansfield, as recorded in Volume 388-161, Page 4, PRTCT, and in the easterly Right OI Way (ROW) line of US Highway 287, a 400 feet wide ROW).

THENCE NORTH 21*39'20" WEST with said ROW line, at 40 feet exit Johnson County and enter Tarrant County, continuing with said ROW line a total distance of 205.04 FEET to a 5/8 inch fron rod found for corner, said corner also being the most westerly southwest corner of a tract of land conveyed to Conway Madison L1 C, in the deed recorded under CCR 02/09279400, DRTCT:

THENCE NORTH 59/35/45" EAST Jeaving said ROW line, with said Conway Madison tract and generally with a broken fence, a distance of 377.14 FEET to a 1/2 high front rod found for corner,

THENCE SOUTH 33°C1'07" EAST continuing with said Conway Madison tract a distance of 141.99 FEET to a 1 inch iron rod found at the base of a tende post:

THENCE NORTH 59'44'46' EAST continuing with said Conway Madison tract and generally with a broken fence, a distance of 795.70 FEET to a 1/2 high fron rod found for corner,

THENCE NORTH 60°52'33' EAST continuing with said Conway Maciston tract and generally with a broken fence, a distance of 183.66 FEET to a 1/2 kich hori rod found with a plastic cap for corner.

THENCE NORTH 29'55'27' WEST continuing with said Corway Madison tract and generally with a broken fence, a distance of \$36.40 FEET to a point for corner from which a lence corner post bears :

THENCE NORTH 66*52*21* EAST ceparting salc Corway Madison tract, a distance of 110.6* FEET to a PK Naji Set in the center of Mitchell Road, former County Road 2004.

THENCE SOUTH 82138.05° EAST with the centerine of said Mitchell Read, a distance of 641.57 FEET to a PK Natil Found for corner, said comer being the southwesterly corner of a tract of land corneryed to Manished Economic Development Corporation in the deed recorded under CC# D199137360, DRTCT;

THENCE NORTH 60*49'56" EAST with said Manafield Economic Development Corporation that, a distance of 512.55 FEET to a point for comer, said corner also being the northwesterly corner of a tract of land conveyed to Sowell Reserve Association LP in the deed recorded under CCa D214209293, DRTCT;

THENCE SOUTH 32°50°55° EAST with said Sowell Reserve Association tract a distance of 373,89 FEET to an "X" cut in concrete found for corner in the centerline of the aforexaid Milchell Road.

THENCE SOUTH 30'48'27' EAST with and Sowell Reserve Association tract and said centerline, a distance of 334,77 FEET to a PK Nail Set for corner.

THENCE SOUTH 59'54'48' WEST departing satiocenterline, at 8 feet pass the northeast corner of a tract of land conveyad to Bobby Fixtvent and Mary Ann Havers in the deed recorded under Volume 3810, Page 308, DRTCT, conflicting with satifications tract a total distance of 1,170.99 FEET to a 3-28 line) from rod found for corner, said from rod being the northwest corner of said Naviens tract, the northwest corner of a tract of land conveyed to Bobby Himens in the deed recorded under Volume 458, Page 127, Deed Records, Johnson County, Taxas (DRJCT):

THENCE SOUTH 60101121 WEST with said Hawns tract at 164 feet pass anti-Tarrant County and enter Johnson County, continuing with said Hawns tract at 281-48 feet pass the common northorly corner between said Hawns tract and Lot A. Block 1. A Moore Addition, an addition to the City of Mansfeld, Johnson County, Texas, as recorded in Volume 388-161, Page 2. PRTCT, continuing with said Lot A is total distance of 632-33 FEET to a point for corner from which a fence corner past found bears South 771 West 1.2 feet, said committeing at the sourcestedly corner of a tract of land conveyed to Niu Chun Yu In the deed recorded under Volume 1325, Page 385, DRUCT;

THENCE NORTH 30128'45" WEST with sale Yu tract and generally with a tence, at 275 feet exit Johnson Cruny and enter Tairant County contributing with said Yu tract and generally with a fence at 455,0 feet pass a 3/8 finch from not found for the southeasterly corner of the aforesaid Mansfeld Eddige #331 Eddig, contributing with said Eddig either to a 1/2 finch from root to and:

THENCE SOUTH 59739720' WEST with bald Lot 1 and generally with a fence, at 519 feet will Terrant County and enter Johnson County, continuing with said Lot 1 and generally with a fence a total distance of 591 O4 FFFT to the POINT OF BEGINNING, and containing 36 694 Acres of land, more or less.