

AGENDA CITY OF ALLEN CITY COUNCIL REGULAR MEETING FEBRUARY 28, 2017 - 7:00 PM COUNCIL CHAMBERS ALLEN CITY HALL 305 CENTURY PARKWAY ALLEN, TX 75013

Call to Order and Announce a Quorum is Present.

<u>Pledge of Allegiance.</u>

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

- 2. Presentation of the Keep Allen Beautiful Board's Annual Report by Chairperson, Dr. Susan Ponder.
- 3. Recognition of Former Members of the Various Boards and Commissions.

Consent Agenda.

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

- 4. Approve Minutes of the February 14, 2017, Regular City Council Meeting.
- 5. Accept the Resignation of Tabassum Ahmad and Declare a Vacancy in Place No. 4 on the Keep Allen Beautiful Board.
- 6. Adopt a Resolution in Support of the Introduction and Adoption of Legislation in the Regular Session of the 85th Legislature of Texas that Provides a Fair and Equitable Distribution of the Sporting Goods Sales Tax Revenue for Local and State Parks.
- 7. Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Three-Year Grant From the State of Texas, Office of the

Governor, Criminal Justice Division to Fund a Third Child Abuse Investigator.

- 8. Adopt a Resolution Abandoning a Public Access, Fire Lane, and Utility Easement on Undeveloped Property for the Proposed CHC Allen Professional Building Development.
- 9. Adopt a Resolution Delegating Authority to the City Manager to Release and Abandon Certain Easements Previously Conveyed and/or Dedicated to the City by Plat or Separate Instrument Under Certain Conditions.
- Approve a First Amendment to the Tax Abatement Agreement with One Bethany Development Partners LP, to Establish February 20, 2017 as the Required Date for Commencement of Construction of an Approximately 125,000 Square Foot Class A Office Building Located North of Watters Creek at Montgomery Farm on Bethany Drive. [Kaizen]
- 11. Authorize the City Manager to Purchase a Milo Range Advanced Training Simulator along with Accessories and Warranty from FAAC, Inc. dba Milo Range Advanced Systems through the General Services Administration (GSA) Cooperative Purchasing Program in the Amount of \$57,131.25.
- 12. Authorize the City Manager to Execute a Contract with Nile Business Trust, dba FleetBoss for the Purchase and Installation of Global Positioning Satellite Tracking Systems for the City's GPS Fleet Management System for an Amount of \$80,000, with Three Optional One-Year Renewals for Annual Maintenance and Service Costs in an Amount of \$45,000.
- 13. Authorize the City Manager to Execute a Four (4) Year Lease Agreement with Dell Financial Services for Computer Equipment with a Total Principal and Interest Amount of \$145,239.50.
- 14. Authorize the City Manager to Execute a Contract with Mission Critical Partners to Develop a Request for Proposal, Select a Vendor and Negotiate a Contract for the Replacement of the Police Department's Records Management System and the Public Safety Communications Center Computer Aided Dispatching Software System in the Amount of \$94,623.
- 15. Authorize the City Manager to Execute a Contract Amendment with Tyler Technologies for Incode Court Case Management and Document Management Software and Services for an Amount of \$290,844.
- 16. Receive the Capital Improvement Program (CIP) Status Reports.
- 17. Receive the Summary of Property Tax Collections as of January 2017.

Regular Agenda.

- 18. Adopt a Resolution Amending Resolution No. 3051-12-11(R) by Amending Fees and Charges for Ford Pool.
- CONTINUED ITEM Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]

Other Business.

- 20. Calendar.
- 21. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

22. Reconvene and Consider Action on Items Discussed During Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, February 24, 2017 at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

AGENDA DATE:	February 28, 2017
SUBJECT:	Recognition of Former Members of the Various Boards and Commissions.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Recognize Former Members of the Various Boards and Commissions.

BACKGROUND

Mayor Terrell will formally recognize the following individuals for their service on a City of Allen Board or Commission:

Shirley Mangrum, Planning and Zoning Commission, October 2007 - January 2017 Tabassum "Munia" Ahmad, Keep Allen Beautiful Board, October 2016 - February 2017

AGENDA DATE:

SUBJECT:

STAFF RESOURCE:

February 28, 2017

Approve Minutes of the February 14, 2017, Regular City Council Meeting.

Shelley B. George, City Secretary

MOTION

I make a motion to approve the minutes of the February 14, 2017, Regular City Council Meeting.

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

FEBRUARY 14, 2017

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem Kurt Kizer Ross Obermeyer Joey Herald Robin L. Sedlacek Baine Brooks

City Staff:

Peter H. Vargas, City Manager Shelli Siemer, Assistant City Manager Eric Ellwanger, Assistant City Manager Shelley B. George, City Secretary Teresa Warren, Director, Public and Media Relations Office Rebecca Vice, Assistant to the City Manager Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:30 p.m. on Tuesday, February 14, 2017, in the City Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Overview of Proposed Fee Schedule for Ford Pool.
- 2. Committee Updates from City Council Liaisons.

3. Questions on Current Agenda.

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:55 p.m. on Tuesday, February 14, 2017.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:06 p.m. on Tuesday, February 14, 2017, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen's Comments.

Elias Shaikh, 14 Bishop Gate, Allen, Texas, spoke regarding the recent oil spill in Collin County and questioned the potential impact on the City's water supply.

Paula Ross, 917 Autumn Lake, Allen, Texas, invited the City Council and residents to Sam Bass Railroad History Day.

2. Recognition of Arbor Day Poster Contest Winners.

- First Place Emily Villano, student at Cheatham Elementary School
- Second Place Eric Yang, student at Cheatham Elementary School
- Third Place Neha Nayak, student at Olson Elementary School

3. Presentation of a Proclamation by the Office of the Mayor.

- Presentation of a Proclamation to Michael Barringer with The Shoe Bank Proclaiming February 14, 2017 as *"Michael Barringer Day."*
- Presentation of a Proclamation to Greg Burnham and FRC Team 5417 Eagle Robotics, Proclaiming February 25, 2017 as "*Allen STEM Education Day*."
- Presentation of a Proclamation to Coach Jason Deitsch and the 2017 State Champion Allen Eagles Varsity Ice Hockey Team Proclaiming 2017 as "Allen Eagles Varsity Ice Hockey Team Year."

Consent Agenda

Mayor Terrell removed Agenda Item #10 from the Consent Agenda.

- **MOTION:** Upon a motion made by Councilmember Obermeyer and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adopt all remaining items on the Consent Agenda as follows:
- 4. Approve the Minutes of the January 24, 2017, City Council Regular Meeting.
- 5. Approve Minutes of the January 28, 2017, Special Called City Council Workshop for Strategic Planning.
- 6. Adopt a Resolution Ordering the May 6, 2017, General Election and Authorizing the City Secretary to Enter into a Contract with the Elections Administrator of Collin County to Provide Joint Election Services with the Allen Independent School District.

RESOLUTION NO. 3451-2-17(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 6, 2017, FOR THE PURPOSE OF ELECTING THE MAYOR AND CITY COUNCILMEMBER FOR PLACE NO. 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- 7. Authorize the City Manager to Purchase Traffic Signal Equipment from Paradigm Traffic Systems, Inc., Through the Buy Board Cooperative Agreement in the Amount of \$90,000.
- 8. Authorize the City Manager to Purchase an Upgrade to the Avaya Telephone System Along with Corresponding Hardware and Software Maintenance with Lantana Communications for Upgrades to Software and Hardware Components of the Telephone System in the Amount of \$102,573.18.
- 9. Authorize the City Manager to Execute a Contract with DCC, Inc., for the Don Rodenbaugh Natatorium Leisure Pool Renovation in the Amount of \$166,937.
- 11. Accept the Resignation of Shirley Mangrum and Declare a Vacancy in Place No. 5 on the Planning and Zoning Commission.
- 12. Receive the Investment Report for the Period Ending December 31, 2016.

The motion carried.

Mayor Terrell moved to Agenda Item #10.

- 10. Appoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and Authorize the City Manager to Execute Employment Agreements Relating to Their Appointments for a Period Ending December 31, 2018.
- **MOTION:** Upon a motion made by Councilmember Herald and a second by Mayor Pro Tem Caplinger, the Council voted seven (7) for and none (0) opposed, to appoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and authorize the City Manager to execute employment agreements relating to the appointments for a period ending December 31, 2018. The motion carried.

Regular Agenda

13. Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 152 for a Gymnastics and Sports Training Facility use for a Portion of the Building Located on Lot 1, Block A of Lots 1 & 2, Allen Business Center II; Generally Located North of Bethany Drive and West of Greenville Avenue. [Alliance Cheer at Tech Center One - Gymnastics and Sports Training Facility]

Mayor Terrell opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

The following individuals spoke in support to the item: Scott Lapensohn, 1705 Monaco Drive, Allen, Texas; and, Keith Barclay, 1551 Streams Way, Allen, Texas;

The following individuals spoke in opposition to the item: Jason Gillespie, 1226 Comanche Drive, Allen, Texas; Ginger Taub, 135 Buckingham Lane, Allen, Texas; Matt Sturgis, 21 Prestige Circle, Allen, Texas; Brian Mazzei, 1410 Sunshine Drive, Allen, Texas; and, Gil Taub, 135 Buckingham Lane, Allen, Texas.

The following individuals did not wish to speak, but wished to record their support of the item: Chad Nordberg, 2302 Jackson Drive, Melissa, Texas; Christine Nordberg, 2302 Jackson Drive, Melissa, Texas; Cathy Barnette, 4800 Golfside Drive, Frisco, Texas: Joanie Pike, 1005 Goldenrod Court, McKinney, Texas; Jim Pike, 1005 Goldenrod Court, McKinney, Texas: Shelby Gribbin, 7421 Daffodil Way, Frisco, Texas; Ana Alejandro, 3701 Bermuda Drive, Rowlett, Texas; Eric Darion Nealy, 4025 Plymouth, McKinney, Texas; Eric Nealy, 4025 Plymouth, McKinney, Texas; Raul Diaz, 7001 Parkwood Blvd., Plano, Texas; Laura Barclay, 1551 Streams Way, Allen, Texas; Gene Barnette, 4800 Gulfside Drive, Frisco, Texas; Susan White, 877 Swan Landing Lane, Allen, Texas; Le Tran, 313 Murray Farm Road, #121, Fairview, Texas; Steve Lapensohn, 13500 Noel Road, #402, Dallas, Texas; Janet Meyer, 7824 Laverd, Dallas, Texas; Marcy D. Ahles, 5917 Wilford Drive, McKinney, Texas; Lisa C. Bennett, 4896 Corinthian Bay Drive, Frisco, Texas: Robert Bennett, 4896 Corinthian Bay Drive, Frisco, Texas; Dr. Blake, 5225 Fleetwood Oak Avenue, #501, Dallas, Texas; Kim Bohonsky, 2805 Valley Spring Drive, Plano, Texas; Ana Branstetter, 13331 N. MacArthur, #713, Oklahoma City, Oklahoma; Jennifer Brennan, 144 Providence Blvd., Providence, Texas; Brandon Bryce, 717 Wandering Way Drive, Allen, Texas; Robin Bryce, 717 Wandering Way Drive, Allen, Texas; Molly Burns, 70 Starview Drive, Malakoff, Texas; Carissa Carlley, 3400 Walnut Lane, Melissa, Texas; Isadarely Cervantes, 1801 Downing Street, Allen, Texas; Amber Cole, 695 Wendy Lane, Allen, Texas; Jane Dean, 307 Watson Drive, Allen, Texas; Juan Diaz, 1605 White Way Drive, Arlington, Texas; Roxann DiFloria, 53 Trail Ridge, Melissa, Texas: David Ditzenberger, 1915 Edgehill Drive, Allen, Texas; Michelle Ditzenberger, 1915 Edgehill Drive, Allen, Texas; Huong Do, 1701 Mammoth Drive, Allen, Texas; Lara Favella, 2111 Chambers Drive, Allen, Texas; Matthew Feldman, 9315 Hunters Creek, Dallas, Texas; Marisol Flores-Garza, 4300 Fox Trail Lane, McKinney, Texas; Antoine Fotre, 7912 Blacktail Trail, McKinney, Texas; Lizzie Furlong, 2320 Castle Rock Road, Carrollton, Texas; Brandon Tyler Hale, 14555 Tamerisk Lane, Farmers Branch, Texas; Erin Hanks, 6300 Castle Rock Circle, McKinney, Texas; Russell Hastings, 5621 Emerson Court, Fairview, Texas; Kresta Herrin, 10187 Camino Ruiz, #128, San Diego, California; Shelley Hrapkiewicz, 945 W. Stacy Road, Allen, Texas; Joey Huerta, 5005 Galleria Drive, Farmers Branch, Texas; Black Jackson, 4025 Huffines Blvd., #1315, Carrollton, Texas;

ALLEN CITY COUNCIL REGULAR MEETING FEBRUARY 14, 2017

Megan Johnson, 7728 Alderwood Place, Plano, Texas; Alyssa Kaschak, 500 Spinnaker Drive, Allen, Texas; Daniel Maes, 2040 Clubview Drive, Rockwall, Texas; Vivian Martinez, 933 Excalibur Drive, Highland Village, Texas; Malin Maurice, 21520 W. 99th Street, Lenexa, Kansas; Cara McGarry, 7304 Palmdale Drive, Frisco, Texas; David McGarry, 7304 Palmdale Drive, Frisco, Texas; Kelly McMahon, 8208 Castine Drive, McKinney, Texas: Kevin McMahon, 8208 Castine Drive, McKinney, Texas; Tanva Melendez, 2817 Rush Creek Road, McKinney, Texas; Andrew Mixon, 6504 Brownstone Drive, McKinney, Texas; Gina Mixon, 6504 Brownstone Drive, McKinney, Texas; Kristina Pangan, 2040 Clubview Drive, Rockwall, Texas; Colleen Pfutzenreuter, 2601 W. Point, McKinney, Texas; Kendall Pfutzenreuter, 2601 W. Point, McKinney, Texas; Dylan Pierpont, 603 W. Elm Street, Celina, Texas; Roland Pollard, 15904 Dorrington Drive, Frisco, Texas; Laurie Resch, 25607 150th Street, SE, Monroe, Washington; Sidney Richmond, 1103 Italy Drive, Allen, Texas; Stephanie C. Richmond, 1103 Italy Drive, Allen, Texas; Vanessa Robertson, 10065 Plainsman Lane, Frisco, Texas; Karen Sennikoff, 15175 Markout Central, Forney, Texas; Julia Settle, P.O. Box 4789, Mississippi State, Mississippi; Kelly Sheriff, 1 Meadowcreek Drive, Melissa, Texas; Yana Skoblionok, 7633 Glasshouse Walk, Frisco, Texas; Courtney Taylor, 17671 Addison Road, #2307, Dallas, Texas; Penny Tracy, 2309 Sheldon Drive, McKinney, Texas; Mima Walley, 1130 Millers Creek Drive, Prosper, Texas; Teresa Wert, P.O. Box 3223, Sherman, Texas; Fred White, 877 Swan Landing Lane, Allen, Texas; and Susan White, 877 Swan Landing Lane, Allen, Texas.

The following individuals did not wish to speak, but wished to record their opposition of the item: Heather Adams, 1715 Terrell Drive, Allen, Texas; Kristi Baker, 1814 Northbrook Court, Allen, Texas: Amanda Baugh, 2701 E. Plano Parkway, Plano, Texas; Gracie Bien, 801 Cottonwood Drive, Allen, Texas; Brooke Brian, 3120 Blue Sage Drive, McKinney, Texas; Jennifer Brungardt, 1819 Caprock Road, Allen, Texas; Betty Carter, 921 Scotia Drive, Allen, Texas; Dede Coats, 4413 Beck Drive, Richardson, Texas; Stan Coats, 4413 Beck Drive, Richardson, Texas; Kim Collier, 2738 Timber Trail, Lucas, Texas; Christi Davidson, 218 Lago Grande Trail, Lucas, Texas; Michelle DeBosier, 2235 Country Club Road, Lucas, Texas; Michele Dickerson, 105 N. Alder Drive, Allen, Texas; Brad Ely, 21 Prestige Circle, Allen, Texas; Wendy Gunn, 805 Rainier Court, Allen, Texas; Kimberly Haggard, 6804 Allegiance Drive, McKinney, Texas; Jennifer Hamby, 411 Long Cove Court, Allen, Texas;

Kathy Harder, 2254 Enchantment Lane, Allen, Texas; Shelia Hurst, 1840 Trinidad Lane, Allen, Texas; David Hightower, 1621 Pecan Creek Lane, Allen, Texas; Lynda Huynh, 5005 Galleria Drive, Farmers Branch, Texas;n Polly Iovinelli, 251 Estelle Lane, Allen, Texas; Dionna Jeffrey, 1010 Morningside Lane, Allen, Texas: Pamela Keenan, 311 Highland Park Lane, Wylie, Texas; Holly Kiernicki, 13077 Snow Lake Drive, Frisco, Texas; Karl Kiernicki, 13077 Snow Lake Drive, Frisco, Texas; Pamela Kirby, 602 Willow Oak Drive, Allen, Texas; Jodi Koppold, 1519 Winding Trail Drive, Allen, Texas; Steven G. Lawrence, 103 N. Alder Drive, Allen, Texas; Holly Lawrence-Wageman, 1211 Pinkerton Lane, Allen, Texas; Deanna Michalewicz, 1401 Sweet Gum Drive, Allen, Texas; Grady Moore, 706 S. Jupiter Road, #1006, Allen, Texas; Hanh Nguyen, 1333 Dove Brook Drive, Allen, Texas; Michael Oswald, 905 Biltmoore Court, Allen, Texas; Luan Pham, 1333 Dove Brook Drive, Allen, Texas; Susan Phillips, 613 Bryan Blvd., Allen, Texas; Shannon Pickard, 5807 Corinth Chapel Road, Parker, Texas; Kristie Pinion, 522 Niagara Falls Drive, Anna, Texas: Ann Pipitone, 1607 Thoroughbred Lane, Allen, Texas; Marie Quintanilla, 1523 Redeemer Road, Allen, Texas; Staci A. Ruppert, 1025 Honeysuckle Lane, Lucas, Texas; Ryan Ryan, 1320 Glendover, Allen, Texas; Art and Lorie Seals, 909 Eagle Creek Trail, McKinney, Texas; Jennifer A. Selby, 1611 Nestledown Drive, Allen, Texas; Melanie Shotwell, 7912 Roaring Ridge Drive, Plano, Texas; Desiray Taylor, 7324 Stoney Point Drive, Plano, Texas; Kim Turney, 1309 Lamar Lane, Allen, Texas; Kavla Usserv Knotts, 106 Sierra Court, Allen, Texas; Jane Whitmore, 820 Edmonton Drive, Plano, Texas Jessica Williams, 6548 Copperfield Lane, Plano, Texas; Nicole Williams, 1114 Italy Drive, Allen, Texas; and Tracy Wilson, 709 Ridgemont Drive, Allen, Texas.

With no one else speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3452-2-17: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 152 TO ALLOW A 13,095 SQUARE FOOT PORTION OF THE BUILDING LOCATED ON LOT 1, BLOCK A OF LOTS 1 AND 2, ALLEN BUSINESS CENTER II (ALSO KNOWN AS 718 S. GREENVILLE AVENUE) PRESENTLY ZONED PLANNED DEVELOPMENT NO. 3 LIGHT INDUSTRIAL "LI" TO BE USED FOR A GYMNASTIC AND SPORTS TRAINING FACILITY USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Mayor Pro Tem Caplinger and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 3452-2-17, as previously captioned, to grant Specific Use Permit SUP No. 152 for a Gymnastics and Sports Training Facility Use for a portion of the building Lot 1, Block A of Lots 1 and 2, Allen Business Center II which is generally located north of Bethany Drive and west of Greenville Avenue. The motion carried.

Other Business

14. Calendar.

15. Items of Interest.

- The Annual Fire and Police Hockey game is on Saturday, February 18 at the Allen Event Center.
- The WOGA Classic International Gymnastics Competition is on Saturday, February 18 in Frisco.
- The Allen Special Olympics 19th Annual "Special Angels Among Us" Benefit Dinner and Auction is on Saturday, February 18 at the Courtyard Marriott in Allen.
- Council wished Councilmember Herald's daughter, Sara, a happy birthday.

The Regular Session was recessed at 8:38 p.m.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 8:52 p.m. on Tuesday, February 14, 2017, in the Council Conference Room, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

16. Personnel Pursuant to Section 551.074 of the Texas Government Code — Annual Performance Review of the City Manager

The Executive Session adjourned at 10:01 p.m. on Tuesday, February 14, 2017.

17. Reconvene and Consider Action on Items Discussed During Executive Session.

The Allen City Council reconvened into the Regular Meeting at 10:05 p.m. on Tuesday, February 14, 2017. The following action was taken on items discussed during Executive Session.

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Obermeyer, the Council voted seven (7) for and none (0) opposed to increase the City Manager's base salary by 2%, increase the car allowance to \$9,000 per year, and provide a lump sum amount equal to 2% of his base salary to be applied at his discretion. The motion carried.

Adjournment

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 10:08 p.m. on Tuesday, February 14, 2017. The motion carried.

PAGE 8

These minutes approved on the 28th day of February 2017.

APPROVED:

ATTEST:

Stephen Terrell, MAYOR

Shelley B. George, TRMC, CITY SECRETARY

AGENDA DATE:	February 28, 2017
SUBJECT:	Accept the Resignation of Tabassum Ahmad and Declare a Vacancy in Place No. 4 on the Keep Allen Beautiful Board.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Accept the Resignation of Tabassum Ahmad and Declare a Vacancy in Place No. 4 on the Keep Allen Beautiful Board.

BACKGROUND

On February 17th, Tabassum Ahmad submitted a letter of resignation as a member of the Keep Allen Beautiful Board.

MOTION

I make a motion to accept the resignation of Tabassum Ahmad and to declare a vacancy in Place No. 4 on the Keep Allen Beautiful Board.

ATTACHMENTS:

Resignation Letter

RECEIVED

FEB 1 7 2017 Dear Mayor Terrell & Members of theory of Allen "Keep Allen Beautiful" Board " 9, Tabassum "Munia" Ahmad, was honored to have been selected to be a member on the KAB board. I loved working with every single member of the board and serving the City of Allen. However, I have taken the decision to run for the open slot that has now become available on the council since the current Council member is not seeking re-electron. As per the charter, therefore, I must, resign from the board. Thank you so much for the opportunity. I would still like to be part of KAB in the future should the electron results are not favorable. Hope to have everyone's support in my run. Suncerely Tabassum Ahma

AGENDA DATE:	February 28, 2017
SUBJECT:	Adopt a Resolution in Support of the Introduction and Adoption of Legislation in the Regular Session of the 85th Legislature of Texas that Provides a Fair and Equitable Distribution of the Sporting Goods Sales Tax Revenue for Local and State Parks.
STAFF RESOURCE:	Tim Dentler, Director, Parks and Recreation Kelly McGinnis, Project/Grants Coordinator
ACTION PROPOSED:	Adopt a Resolution in Support of the Introduction and Adoption of Legislation in the Regular Session of the 85th Legislature of Texas that Provides a Fair and Equitable Distribution of the Sporting Goods Sales Tax Revenue for Local and State Parks.

BACKGROUND

The Texas Parks and Wildlife Department ("TPWD") administers the Texas Recreation and Parks Account Local Park Grant Program ("TRPA") and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 95 State parks and historical sites in Texas.

TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences. The matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions.

Funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1668 projects of the 3,525 submitted over 30 years delivering over \$800 million to the local Texas economy. Political subdivisions throughout the State of Texas depend on grants from the TPWD through the TRPA to stimulate the acquisition and development of parks and recreation areas for the benefit and enjoyment of their citizenry. The TRPA, Urban Account, and State parks are funded from sales tax on sporting goods, and the development of new parks stimulates the purchase of sporting goods.

The TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails.

The maintenance and improvements of State parks and historic sites and the addition of new parks is a priority to Texans due to the State's expanding population and extensive tourism industry. The development of parks encourages and promotes public health, economic development, job creation, education, corporate relocation,

as well as improved quality of life, and juvenile crime prevention. Funds are needed for major repairs at Local and State parks and for the acquisition of parks and facilities.

The purpose of this resolution is to request that members of the 85th Legislature of Texas seek support of legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for Local and State parks and that all funding for TRPA and Urban Account projects be subject to the established TPWD competitive scoring system.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a resolution in support of the introduction and adoption of legislation in the Regular Session of the 85th Legislature of Texas that provides a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.

MOTION

I make a motion to adopt Resolution No. ______ in support of the introduction and adoption of legislation in the Regular Session of the 85th Legislature of Texas that Provides a Fair and Equitable Distribution of the Sporting Goods Sales Tax Revenue for Local and State Parks.

ATTACHMENTS:

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, REQUESTING THE MEMBERS OF THE 85th LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES A FAIR AND EQUITABLE DISTRIBUTION OF THE SPORTING GOODS SALES TAX REVENUE FOR LOCAL AND STATE PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Parks & Wildlife Department ("TPWD") administers the Texas Recreation & Parks Account Local Park Grant Program ("TRPA") and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 95 State parks, natural areas and historical sites in Texas; and,

WHEREAS, TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and,

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and,

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1,668 projects of the 3,525 submitted over 30 years delivering over \$800 million to the local Texas economy; and,

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and,

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and,

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and,

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State's expanding population and extensive tourism industry; and,

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and,

WHEREAS, funds are needed for major repairs at Local and State parks and for the acquisition and development of parks and facilities; and,

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 85th Texas Legislature.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. Members of the 85th Legislature of Texas seek support of legislation that provides a fair and equitable distribution of the sporting goods sales tax revenue for for Local and State parks and that all funding for TRPA and Urban Account projects be subject to the established TPWD competitive scoring system.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

AGENDA DATE:	February 28, 2017
SUBJECT:	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Three-Year Grant From the State of Texas, Office of the Governor, Criminal Justice Division to Fund a Third Child Abuse Investigator.
STAFF RESOURCE:	Brian E. Harvey, Chief of Police Kenneth A. Myers, Deputy Chief of Police
PREVIOUS COUNCIL ACTION:	Council Adopted a Resolution in 2004, 2005, 2006, 2009, 2010 and 2011 Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate two separate Three-year Grants From the State of Texas, Office of the Governor, Criminal Justice Division for two Child Abuse Investigators.
ACTION PROPOSED:	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Three-Year Grant From the State of Texas, Office of the Governor, Criminal Justice Division to Fund a Third Child Abuse Investigator.

BACKGROUND

The State of Texas, Office of the Governor, Criminal Justice Division, awards grants annually for Criminal Justice purposes. The City of Allen Police Department plans to submit a grant application requesting funds for a third Child Abuse Investigator position to be assigned to the Collin County Children's Advocacy Center. The Collin County Children's Advocacy Center is a multifaceted group of agencies that operate out of the Collin County Children's Advocacy Center located in Plano, Texas. This investigator will review and investigate allegations of criminal offenses (sexual, physical, emotional, and neglect) and Child Protective Services reports. Additionally, the investigator will assist and/or is assisted by other investigators and other agencies. The goal of the program is to "leave no child behind."

This is the initial application for funding a three year grant. If awarded, the grant will provide funding for up to \$80,000 per year for three years. As in years past, the city will assume full funding of this position beginning on the fourth year.

A City resolution is required with the submission of the proposed grant. If awarded, this grant would be effective September 1, 2017. A new grant application is required for all subsequent years.

BUDGETARY IMPACT

The city is responsible for all costs that are in excess of \$80,000 per year. This will typically include a portion of fringe benefits, overtime, and clothing allowance.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to enter into an agreement with the State of Texas, Office of the Governor, Criminal Justice Division to apply for, accept, reject, alter, or terminate a grant to fund a third Child Abuse Investigator, if awarded.

MOTION

I make a motion to adopt Resolution No. ______ authorizing the City Manager to apply for, accept, reject, alter, or terminate a three-year grant from the State of Texas, Office of the Governor, Criminal Justice Division to fund a third child abuse investigator.

ATTACHMENTS:

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT #33396-01 FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR A CHILD ABUSE INVESTIGATOR POSITION TO BE ASSIGNED TO THE COLLIN COUNTY CHILDREN'S ADVOCACY CENTER, IF AWARDED.

WHEREAS, the City of Allen, and its police department, wishes to provide the highest level of services to all residents and visitors and especially to the youngest and most vulnerable victims of crime; and,

WHEREAS, the City of Allen Police Department has recognized the need to add a third Child Abuse Investigator to be assigned to the Collin County Children's Advocacy Center to work closely with other local law enforcement agencies, Child Protective Services, and the District Attorney; and,

WHEREAS, the Child Abuse Investigator will work with victims of crime who are young and unable to protect themselves from sexual, physical, and emotional abuse in an effort to end the cycle of abuse and arrest those who commit crimes against children; and,

WHEREAS, the City of Allen agrees to provide matching funds for the Child Abuse Investigator position as it appears in the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of the Criminal Justice Division Funds for the Child Abuse Investigator Grant will be returned to the State of Texas, Office of the Governor, Criminal Justice Division in full.

SECTION 2. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate this grant from the State of Texas, Office of the Governor, Criminal Justice Division to assist the City of Allen and the Allen Police Department to fund an additional Child Abuse Investigator position.

SECTION 3. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

AGENDA DATE:	February 28, 2017
SUBJECT:	Adopt a Resolution Abandoning a Public Access, Fire Lane, and Utility Easement on Undeveloped Property for the Proposed CHC Allen Professional Building Development.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
ACTION PROPOSED:	Adopt a Resolution Abandoning a Public Access, Fire Lane, and Utility Easement on Undeveloped Property for the Proposed CHC Allen Professional Building Development.

BACKGROUND

Arkoma Real Estate Ventures LP, the owner of the undeveloped property west of 1680 E. Stacy Road, is in the process of submitting a final plat to begin the development process for the proposed CHC Allen Professional Building project. Arkoma has requested the City abandon an existing Public Access, Fire Lane, and Utility Easement that conflicts with their proposed development. There are no currently existing improvements and no impact by the abandonment. The easement was dedicated by separate instrument and must be abandoned by Council before a plat can be recorded.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a resolution abandoning a Public Access, Fire Lane, and Utility Easement on undeveloped property for the proposed CHC Allen Professional Building development.

MOTION

I make a motion to adopt Resolution No. _____ abandoning a Public Access, Fire Lane, and Utility Easement on undeveloped property for the proposed CHC Allen Professional Building development.

ATTACHMENTS:

Resolution Location Map Request from Property Owner

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ABANDONING A PUBLIC ACCESS, FIRE LANE, AND UTILITY EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AS A QUITCLAIM DEED; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF ALLEN, TEXAS, AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Allen, acting pursuant to law and upon the request of Arkoma Real Estate Ventures LP, deems it advisable to abandon and quitclaim the hereinafter described public access, fire lane, and utility easement and is of the opinion and finds that said easement is not needed for public use and should be abandoned and quitclaimed, subject to the reservations and conditions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City of Allen hereby abandons and quitclaims in favor of the record owner of the underlying fee simple interest (the "Grantee") all of the City's right, title and interest in a 0.158 acre tract of land out of the John J. Miller Survey, Abstract No. 609, City of Allen, Collin County, Texas, more particularly described in that certain *Public Access, Fire Lane, and Utility Easement* ("the Easement") dated September 8, 2010, and recorded September 14, 2010, as Instrument No. 20100910000977980 in the Real Property Records, Collin County, Texas.

SECTION 2. The City of Allen expressly does not abandon any other interest other than that which is described in the Easement.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this Resolution and record same in the Real Property Records of Collin County, Texas, and this Resolution shall serve as the quitclaim deed of the City of Allen, Texas, to the Grantee, of all the right, title or interest of the City of Allen in and the Easement subject to the limitations and reservations of this Resolution.

SECTION 4. As a condition of this abandonment and as a part of the consideration for the quitclaim herein, Grantee is deemed to have agreed to indemnify, defend, release and hold the City of Allen, Texas, whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Allen, Texas, of Easement, and Grantee hereby agrees to defend any and all suits, claims, or causes of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Allen in connection therewith.

SECTION 5. This Resolution shall be in force and effect from and after its passage on the date shown below.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

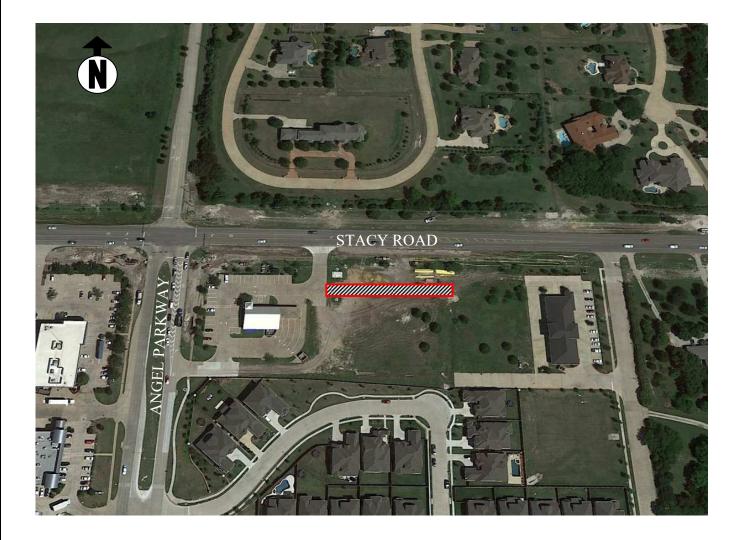
Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY (kbi:2/21/17:84020)

LOCATION MAP

Public Access, Fire Lane, Utility Easement Abandonment CHC Allen Professional Building (February 28, 2017)





Approx. Easement Location

ARKOMA REAL ESTATE VENTURES, LP

Joseph Cotton, PE, ENV SP Assistant Director of Engineering City of Allen 305 Century Parkway Allen, Texas 75013

Subject: Allen Professional Centre Easement Abandonment

Dear City Council of Allen,

As the current owner of the subject property above, please accept this letter as our approval to abandon the 6,865 (0.158 acre) Public Access, Fire Lane and Utility Easement situated in the John J Miller Survey, Abstract No. 609, Collin County, Texas, as seen in the recorded easement and exhibit attached. A new easement will be established with the future plat of the property that will be correctly aligned with the proposed development.

Regards,

Michael V. McCoy Arkoma Real Estate Ventures, L.P. 5950 Berkshire Lane, Suite 1400 Dallas, TX 75225 P: 214-739-3515

AGENDA DATE:	February 28, 2017
SUBJECT:	Adopt a Resolution Delegating Authority to the City Manager to Release and Abandon Certain Easements Previously Conveyed and/or Dedicated to the City by Plat or Separate Instrument Under Certain Conditions.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
ACTION PROPOSED:	Adopt a Resolution Delegating Authority to the City Manager to Release and Abandon Certain Easements Previously Conveyed and/or Dedicated to the City by Plat or Separate Instrument Under Certain Conditions.

BACKGROUND

The development or redevelopment of property within the City of Allen often requires the platting or replatting of land that is subject to public utility, drainage, fire lane, mutual access, and/or other easements that have been conveyed and/or dedicated to the City by plat or separate instrument. From time to time, the location of such easements interfere or conflict with the proposed design or redesign of such property, which requires abandonment of all or part of the existing easements for the development to proceed.

The current process is to bring each individual abandonment to City Council for approval. Approval of this proposed Resolution would expedite the process and allow the City Manager to execute abandonments under certain conditions.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a Resolution delegating authority to the City Manager to release and abandon certain easements previously conveyed and/or dedicated to the City by plat or separate instrument under certain conditions.

MOTION

I make a motion to adopt Resolution No. ______ delegating authority to the City Manager to release and abandon certain easements previously conveyed and/or dedicated to the City by plat or separate instrument under certain conditions.

ATTACHMENTS:

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DELEGATING THE AUTHORITY TO RELEASE AND ABANDON CERTAIN EASEMENTS PREVOUSLY CONVEYED AND/OR DEDICATED TO THE CITY BY PLAT OR SEPARATE INSTRUMENT UNDER CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the development or redevelopment of property within the City of Allen often requires the platting or replatting of land that is subject to public utility, drainage, fire lane, mutual access, and/or other easements (each a "City Easement") that have been conveyed and/or dedicated to the City by plat or separate instrument; and,

WHEREAS, from time to time, the location of such City Easements interfere or conflict with the proposed design or redesign of such property, which conflicts may only be resolved by abandoning and releasing some or all of a City Easement; and,

WHEREAS, the City Council presently has sole authority to approve the abandonment and release of an interest in real property unless such authority is delegated by the City Council; and,

WHEREAS, because the Allen Land Development Code provides that the Planning and Zoning Commission and, in some instances, the City Manager, has the authority to approve final plats (including replats) relating to the subdivision of land within the City and its extraterritorial jurisdiction; and,

WHEREAS, the platting or replatting of land that requires the relocation or release of an existing City Easement can be delayed while awaiting City Council approval for the abandonment of the City Easement in question; and,

WHEREAS, in order to avoid such unnecessary delays in the development of property within the City and its extraterritorial jurisdiction, the City Council finds it to be in the public interest to delegate its authority to abandon and release certain City Easements to the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. Upon request of the owner of the property burdened by an easement owned by the City, the City Manager, acting on behalf of the City, is hereby authorized to release and abandon a public water, sanitary sewer, drainage, fire lane, and/or mutual access easement, or portions thereof, that has previously been conveyed and/or dedicated to the City of Allen by plat or separate instrument subject to the following conditions:

- A. Except as provided in Paragraph B, below, the easement must contain no facilities owned by the City of Allen or any other party that has the right to place their facilities within the area of the easement;
- B. If the easement contains facilities owned by the City of Allen and/or a third party that has the right to locate facilities within the easement to be abandoned, the City Manager may proceed to abandon and release the easement provided the owner of such facilities has either (1) agreed to abandon the facilities in place without a requirement to relocate such facilities or (2) reached agreement with the owner of the property seeking abandonment of the easement to relocate the facilities to another easement dedicated for such purpose, in which case, unless otherwise agreed by the owner of the facilities, the abandonment of the easement shall not be effective

unless and until the new easement has been conveyed and/or dedicated and the newly relocated facilities have been constructed and accepted by the owner of the facilities;

- C. The Director of Engineering and the Director of Community Development have reviewed the request to abandon and release the subject easement, found that such easement is no longer required for public use, and recommend approval of the abandonment and release;
- D. All entities that have the right to use the easement to be abandoned either by virtue of a franchise granted by the City or by operation of state law shall have (i) confirmed in writing that they own no facilities within the easement or portion thereof to be abandoned and (ii) have no objection to the said abandonment;
- E. The party requesting the abandonment of the easement provides the City with a surveyed boundary description and survey plat of the easement or portion thereof to be abandoned that is satisfactory to the Director of Engineering and the City Attorney; provided, however, no separate description is required if the abandonment is to be affected by plat;
- F. If the abandonment of the easement is to be effective upon approval of a plat of the property burdened by the easement, the plat shall contain a note signed by the City Manager or any assistant city manager that reads as follows:

The abandonment and release of the easement(s) owned by the City of Allen that are shown hereon as being "Abandoned by this Plat" has been reviewed and approved by the City Manager under the authority granted by City of Allen Resolution No. (insert the number of this resolution)."

- G. If the release and abandonment of the easement is to be granted by separate instrument, the form of such instrument must be approved by the City Attorney prior to the City Manager signing such instrument; and
- H. The party requesting the abandonment and release of the instrument shall be responsible for payment of all recording fees relating to filing the release in the Real Property Records of Collin County.

SECTION 2. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

AGENDA DATE:	February 28, 2017
SUBJECT:	Approve a First Amendment to the Tax Abatement Agreement with One Bethany Development Partners LP, to Establish February 20, 2017 as the Required Date for Commencement of Construction of an Approximately 125,000 Square Foot Class A Office Building Located North of Watters Creek at Montgomery Farm on Bethany Drive. [Kaizen]
STAFF RESOURCE:	Daniel S. Bowman, AEDC Executive Director / CEO
PREVIOUS COUNCIL ACTION:	On July 26, 2016, the City Council conducted a Public Hearing and adopted an Ordinance establishing Reinvestment Zone #32 and approved a Tax Abatement Agreement with One Bethany Development Partners LP.
BOARD COMMISSION ACTION:	On June 1, 2016, the Board of Directors of the Allen Economic Development Corporation (AEDC) approved a recommendation to the Allen City Council and the Collin County Commissioners Court for approval of a 50% tax abatement for 10 years on real property for One Bethany Development Partners LP in support of the construction of a 125,000 square foot Class A office building on Bethany Drive in Allen, Texas.
ACTION PROPOSED:	Approve a First Amendment to the Tax Abatement Agreement with One Bethany Development Partners LP, to Establish February 20, 2017 as the Required Date for Commencement of Construction of an Approximately 125,000 Square Foot Class A Office Building Located North of Watters Creek at Montgomery Farm on Bethany Drive.

BACKGROUND

On June 1, 2016, the Board of Directors of the Allen Economic Development Corporation (AEDC) unanimously approved a recommendation to the Allen City Council for approval of a 50% tax abatement for 10 years on real property (building value only) for One Bethany Development Partners LP in support of the construction of a 125,000 square foot, 5-story Class A office building on Bethany Drive in Allen, Texas. On July 26, 2016, the Allen City Council approved establishing Reinvestment Zone #32 and approved a Tax Abatement Agreement with One Bethany Development Partners LP supporting construction of an approximately 125,000 square foot Class A Office Building located north of Watters Creek at Montgomery

Farm on Bethany Drive.

The Tax Abatement Agreement approved by the City Council included a requirement that the project commence construction by November 30, 2016. Based on extended negotiations by and among One Bethany Development Partners, the capital partners for the project, and the Allen Economic Development Corporation (AEDC), commencement of construction on the project was delayed until February of 2017.

The AEDC already agreed to extend the deadline for commencement of construction in the other economic development agreements to February 20, 2017.

STAFF RECOMMENDATION

Staff recommends the City Council approve a First Amendment to the Tax Abatement Agreement with One Bethany Development Partners LP, to establish February 20, 2017 as the required date for Commencement of Construction of an approximately 125,000 square foot Class A Office Building located north of Watters Creek at Montgomery Farm on Bethany Drive.

MOTION

I make a motion to approve a First Amendment to the Tax Abatement Agreement with One Bethany Development Partners LP, to establish February 20, 2017 as the required date for Commencement of Construction of an approximately 125,000 square foot Class A Office Building located north of Watters Creek at Montgomery Farm on Bethany Drive.

ATTACHMENTS:

First Amendment to Tax Abatement Agreement

STATE OF TEXAS	§	
	§	FIRST AMENDMENT TO
	§	TAX ABATEMENT AGREEMENT
COUNTY OF COLLIN	§	

This First Amendment to Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Allen, Texas (the "City), and One Bethany Development Partners LP, a Texas limited partnership (the "Owner") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Parties previously entered into that certain Tax Abatement Agreement dated August 2, 2016 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement by amending the dates for Commencement and Completion of Construction of the Improvements in Section 4.2;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 4.2 of the Original Agreement is hereby amended to read as follows:

"4.2 As a condition precedent to the initiation of the Owner's tax abatement pursuant to this Agreement, Owner agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before February 20, 2017, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur within eighteen (18) months thereafter, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof)."

2. This First Amendment shall become effective on the last date of execution hereof.

3. The Original Agreement, except as amended herein, shall remain in full force and effect.

4. This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment to the Original Agreement.

EXECUTED in duplicate originals the _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By:______Steve Terrell, Mayor

Attest:

By:______Shelley George, City Secretary

Approved as to Form:

By:___

Peter G. Smith, City Attorney

EXECUTED in duplicate originals the _____ day of _____, 2017.

ONE BETHANY DEVELOPMENT PARTNERS LP, a Texas limited partnership

- One Bethany Development Partners GP, By: LLC, a Texas limited liability company, its General Partner
 - Kaizen Development Partners, LLC, a By: Texas limited liability company, Its Manager

By:_____ Lee A. White, Manager

AGENDA DATE:	February 28, 2017
SUBJECT:	Authorize the City Manager to Purchase a Milo Range Advanced Training Simulator along with Accessories and Warranty from FAAC, Inc. dba Milo Range Advanced Systems through the General Services Administration (GSA) Cooperative Purchasing Program in the Amount of \$57,131.25.
STAFF RESOURCE:	Brian E. Harvey, Chief of Police Kenneth A. Myers, Deputy Chief of Police
PREVIOUS COUNCIL ACTION:	On March 8, 2016, the City Council approved Resolution No. 3365-3-16 authorizing the City Manager To Apply For a State of Texas, Office of the Governor, Criminal Justice Division Grant to Fund The Purchase of a Use of Force Judgment Simulator. This Grant Was Subsequently Awarded to the City.
ACTION PROPOSED:	Authorize the City Manager to Purchase a Milo Range Advanced Training Simulator along with Accessories and Warranty from FAAC, Inc. dba Milo Range Advanced Systems through the General Services Administration (GSA) Cooperative Purchasing Program in the Amount of \$57,131.25.

BACKGROUND

The State of Texas, Office of the Governor, Criminal Justice Division, awards grants annually for Criminal Justice purposes. The City of Allen Police Department applied for and was subsequently awarded funds to purchase a Use of Force Judgment Simulator. The Simulator will be used to train officers in the appropriate application of force when confronted with different situations and threats. The Simulator is a state-of-the-art interactive computer training device that places officers in stressful situations. The officers will interact with videos, which requires officers to make critical judgments relating to the appropriate time and level of force to be used in varying situations.

The Allen Police Department was last awarded a grant to purchase a Use of Force Judgment Simulator in 2006. The department acquired the simulator and used it for nearly nine years training our officers and other officers in the area. The simulator has become inoperative due to maintenance issues and the original vendor company is no longer in business and a new simulator needs to purchased.

Chapter 271.102 authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of

local governments to seek competitive bids for purchase of such goods and services through Supplier Contracts.

BUDGETARY IMPACT

The grant fully funds the purchase of the Use of Force Judgment Simulator.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to purchase a Milo Range Advanced Training Simulator along with accessories and warranty from FAAC, Inc. dba Milo Range Advanced Systems through the General Services Administration (GSA) Cooperative Purchasing Program in the amount of \$57,131.25.

MOTION

I make a motion to authorize the City Manager to purchase a Milo Range Advanced Training Simulator along with accessories and warranty from FAAC, Inc. dba Milo Range Advanced Systems through the General Services Administration (GSA) Cooperative Purchasing Program in the amount of \$57,131.25.

ATTACHMENTS:

GSA Pricing Quote for Milo System



MILO Range Advanced System

.

Mobile Firearms and Force Options Simulator FAAC Incorporated GS-00F-332CA

SIN: 874-9

Proposal prepared for:

The City of Allen Police Department Attn: Sergeant Richard Garayua Training Unit Allen, Texas

1229 Oak Valley Dr, Ann Arbor, MI 48108 www.milorange.com FAX 734 531 4002 Toll Free 800 344 1707



January 12, 2017

MILO Range Advanced Interactive Training Simulator GSA Contract Number: GS-00F-332CA FAAC Incorporated SIN: 874-9

Thank you for your interest in the interactive MILO Range Firearms Training Simulators from FAAC Incorporated. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment for your training requirement.

The MILO Range use of force and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies, and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, we have become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff, and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Range Team, I sincerely appreciate the consideration of our proposal for this requirement, and also to have the opportunity to be of service to your agency.

Respectfully Submitted هو:

Jesse C. Wimmer Regional Sales Manager MILO Range Training Systems FAAC, Incorporated Office: 800.344.1707 Cell: 303.378.5283 Fax: 734.531.4002 Email: jesse.wimmer@milorange.com

www.milorange.com

1229 Oak Valley Dr, Ann Arbor, MI 48108 www.milorange.com



4 . 4 . 4 . 4 . 4	MILO RANGE ADVANCED TRA	INING	SIMULATO	R	
Item	Description	Qty.	Unit MSRP	Unit GSA	Extended Price
1	MILO Range Advanced Mobile Training System	1	\$24,995.00	\$20,995.00	\$20,995.00
	GSA Item # MILO-RNG-A			GSA Item	GSA Item
	System includes:				
۰.	 MILO Laptop – Based on MS Windows OS (64-bit) 				
÷ .	 HD Projector (1280 x 720) 2000+ lumens high contrast 				
	 HD 12'x7' fast-fold projection screen 				
	 8-device Hit Detection Box with Flashlight option 				
	All Power and Video Cables, Power Strip				
	Speakers/Digital Audio Sound System				
	 Transport Cases for System and Peripheral Items 				
	850+ Multi-Branching Interactive Scenarios are Pre-				
	loaded as well as 55+ Skill-Builder exercises				
	Dry-Fire Laser Training Inserts:	Inc.			
	System includes:			·	-
	Includes two (2) Dry-Fire Weapon Lasers for APD's G17R pistols				
	OC Spray Training Devices: Laser modified OC spray training	Inc.			
-	devices for less-lethal applications. Thumb or trigger activation.				
	Includes one (1) programmable laser OC canister				
	Low Light Training Program: Allows the trainee to use real	Inc.			
	flashlight in-conjunction with his/her weapon for low light				
	training. This system is non-lane based which allows for multiple			-	
	users.		· · · ·		
· -	Includes (2) MILO-supplied flashlights			1 1 H	
	MILO Trainee Action Capture (TAC) with Picture-in-Picture	Inc.			
•	Video/Audio debrief: Audio and color video capture of trainee's				
- '	actions in a scenario for immediate or later debriefing and				
• •	review.			•	
	Graph-X Targets: Allows the user to utilize any of the Graph-X	Inc.			
	modules for Marksmanship, Shoot-house, Basic Targets and				
	Range Practice includes 55+ interactive CGI skill-builder exercises				
	Statistics and Management: Allows user to manipulate the	Inc.			
	database information as to create individual and/or group				
	statistics using relevant filtering criteria				
	Baton/Punch/Strike Branching and Scoring: Allows the trainer to	Inc.			
	manually branch the scenario while the trainee uses his actual				
	baton or makes a strike				
•	Delivery, Insurance and Standard 2-year Full-Coverage Warranty	Inc.			
	FREE Access to MILO Digital Scenario: New HD Scenarios	Inc.			
•	available- approx. 12-15 available per quarter.		-		
(A)	MILO RANGE ADVANCED TRAINING SYSTEM T	OTAL:	มี มาย มาย มาย มาย มาย		\$20,995.00

1229 Oak Valley Dr, Ann Arbor, MI 48108 www.milorange.com

FAX 734 531 4002 Toll Free 800 344 1707



Optional Training Items Requested by: The City of Allen Police Department					
ltem	Description	Qty.	Unit MSRP	Unit GSA	Total Price
2	WRK Recoil Kit- Pistol (Glock 22)	2	\$2,200.00	\$2,100.00	\$4,200.00
	GSA Item # MILO-RECOIL-HANDGUN			GSA Item	GSA Item
4	Drop-In tether-less recoil kit with two (2) CO2 refillable				
•	magazines. No permanent modification to weapon required.*Kit		·	· · · · · · · · · · · · · · · · · · ·	
; ;	does <u>not</u> include weapon	· .		· · · · · · · · · · · · · · · · · · ·	
3	WRK Recoil Kit- AR/M4	2	\$2,400.00	\$2,100.00	\$4,200.00
	GSA Item #MILO-RECOIL-RIFLE			GSA Item	GSA Itém
	Drop-In tether-less recoil kit with two (2) CO2 refillable		•		
٦.	magazines. No permanent modification to weapon required.*Kit				
<u> </u>	does <u>not</u> include weapon				
4	Additional Programmable Laser OC Canister	1	\$595.00	\$595.00	\$595.00
5	X2 TASER Laser Weapon w/ TWO cartridges	2	\$2,495.00	\$2,295.00	\$4,590.00
	Government Discounted Item			Gov't	Gov't Discount
	Includes: Taser weapon modified for use on the MILO Range and			Discount	
	two (2) dual-laser cartridges with 8 degree separation for				
· · ·	reloading drills.	_	· · · · ·		4 407 00
<u> </u>	Armorer's Kit for MILO Recoil Weapons	1	\$495.00	\$495.00	\$495.00
7.	Refill Station for Refillable Co2 Magazines with G22 Sled	1	\$1.995.00	\$1,995.00	\$1,995.00
	Station includes Co2 Tank, all air cabling, and one sled for				
11 s.	refillable magazines.			4000.00	4005.00
8	Additional Magazine Sled for AR/M4	1	\$395.00	\$395.00	\$395.00
9	Additional WRK Refill Magazines for Recoil Pistol	4	\$395.00	\$395.00	\$1,580.00
10	Additional WRK Refill Magazines for Recoil AR/M4	4	\$395.00	\$395.00	\$1,580.00
11	MILO Range Rail-Mounted Flashlight	4	\$595.00	\$595.00	\$2,380.00
	TLR/X300 rocker-style rail light for operation with MILO Range				
	systems				
	ETA on Product Release is March 2017				40 700 00
12	System and Peripheral Training Required (US sales only)	1	Included	\$2,700.00	\$2,700.00
	GSA item # MILO-TRNG-MOD-1		; -	GSA Item	GSA Item
	6 Students at Client Site for (1) day. Includes setup, operation,				
· · · · · · · · ·	troubleshooting, as well as COF design.	L			
(B)	Requested Optional Training Items	Total:			\$24,710.00

em	Description	Qty.	MSRP Unit	GSA Unit	Total Price
13	Bronze Warranty Coverage <u>for Years 3, 4, 5, 6, and 7</u> GSA Item #MILO-WTY-BRONZE	5	\$2,285.25	\$2,285.25 GSA Item	*\$11,426.2 GSA Iter
	(Two-years full-coverage included with Advanced System				
	Proposed)				
	 Based on 5% of \$45,705.00 (Sections A+B) Bronze Warranty coverage is for 12 month increments (x5) 				
	 Warranty covers all items (excludes batteries and bulbs) Bronze Warranty can be purchased in 1-Year Increments 	· ·			

1229 Oak Valley Dr, Ann Arbor, MI 48108 www.milorange.com

FAX 734 531 4002 Toll Free 800 344 1707



2.1. -

*If the City of Allen Police Department decides to upgrade their system to a newer platform while under purchased extended coverage, the remaining coverage amount can be credited toward a new MILO system or transferred to an extended coverage for the new system.

с. 1	MILO Range ADVANCED System Sub-Total (A)
14	MILO Range ADVANCED Requested Options Sub-Total (B): \$24,710
• • • •	MILO Range ADVANCED Requested Additional Warranty Coverage Sub-Total (C): \$11,426
Ĩ	AILO Range ADVANCED System Total for The City of Allen Police Department (A+B+C):

-See Important Terms and Conditions Below-

FAAC (Seller) STANDARD TERMS AND CONDITIONS

- 1. Payment Terms: 1% 15 NET 30 days
- 2. Orders should be issued to "FAAC Incorporated"
- 3. Delivery: 60 Days ARO (Theater), 45 Days ARO (PRO, Advanced, Classic)
- 4. Partial Shipment and/or Partial Invoice are: Permitted.
- 5. Warranty: 24 Months from date of acceptance.

6. If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority. However, we may collect Sales Tax for the following States: AK, CA, CO, FL, HI, IA, KS, MA, ME, MI, MO, MS, NC, NE, NJ, NV, NY,

- SC, TN, TX, UT, WA, WI and WV
- 7. Quote Valid 90 days.
- 8. All prices quoted in US Dollars (\$USD)
- This proposal may contain both GSA and open market items. GSA items are identified with a GSA part number and contain the marking "GSA Item" in the Unit Price column. All other items are to be considered open market. Open market items are allowed under circumstances set forth in FAR 8.402(f).

(z, z)

2.12

PURCHASING/CONTRACTING INFORMATION

- 1. Cage Code 3J401
- 2. Tax ID 38-2690218
- 3. DUNS 175204163
- 4. GSA Schedule # (if applicable) GS-00F-332CA
- 5. Vendor POC MILO Contracts
- 6. Phone 800-344-1707
- 7. Email <u>Contracts@faac.com</u>
- 8. Order Fax to 734.531.4002

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FAX 734 531 4002 Toll Free 800 344 1707

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Contractor Inj	formation			(Vendors) How to cl	nange you	r compa	ny information
Contract #:	GS-00F-332CA	<u> </u>	angia ya aki malaka sa ki malakati kima	Socio-Economi	C: Sr	nall busi	ness
Contractor: Address:	FAAC INCORPORA 1229 OAK VALLEY ANN ARBOR, MI 4	′ DR		EPLS :	th		not found on ed Parties List
Phone: E-Mail: Web Address: DUNS:	(734) 761-5836 contracts@faac.co http://www.faac.co 175204163	m		Govt. Point of Conta Michael J. Burke Phone: 253-931-73 E-Mail: michael.bur	06	ov	
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00CORP The Profe (PSS)	ssional Services Schedule	GS-00F-332CA		Sep 27, 2020	871 2	DISAST	disa Advantagel
(133)					871 3	PURCH	GSA Advantage!
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CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017
SUBJECT:	Authorize the City Manager to Execute a Contract with Nile Business Trust, dba FleetBoss for the Purchase and Installation of Global Positioning Satellite Tracking Systems for the City's GPS Fleet Management System for an Amount of \$80,000, with Three Optional One- Year Renewals for Annual Maintenance and Service Costs in an Amount of \$45,000.
STAFF RESOURCE:	Debra Morris, Purchasing Manager Jimmy Knipp, Assistant Director, Community Services
PREVIOUS COUNCIL ACTION:	On August 22, 2006, the City Council authorized the City Manager to Execute a Contract with Nile Business Trust, dba FleetBoss for the purchase and installation of Global Positioning Satellite Tracking systems and associated software for the City's GPS Fleet Management System for an amount of \$90,027.
ACTION PROPOSED:	Authorize the City Manager to Execute a Contract with Nile Business Trust, dba FleetBoss for the Purchase and Installation of Global Positioning Satellite Tracking Systems for the City's GPS Fleet Management System for an Amount of \$80,000, with Three Optional One- Year Renewals for Annual Maintenance and Service Costs in an Amount of \$45,000.

BACKGROUND

In 2006, the City installed GPS tracking devices on the non-public safety fleet. The system has worked well for the organization, but is in need of replacement. The software for these devices is no longer being supported by the manufacturer and advances in technology have improved GPS tracking for fleet vehicles. The current GPS technology is a "passive" system which stores the required manual downloads of each individual vehicle. In November 2016, the City solicited proposals to obtain an "active" GPS tracking system which allows for real-time data access. These devices will protect the City assets by preventing misuse and theft.

On December 8, 2016, the City of Allen received ten proposals, of which five were invited for interviews. Each of the five were evaluated on four equally weighted criteria: price, references, quality, and the ability of the product and service to meet the City's requirements. The Evaluation Team consisted of four individuals representing three different departments. Through the interview and evaluation process, it was determined that Nile Business Trust, dba as FleetBoss met all city requirements and is the best value.

The total compensation to FleetBoss shall be for an amount of \$80,000 during the initial term of the contract which includes the initial GPS Tracking Device acquisition costs, installation costs, and one year of monthly data subscriptions per vehicle installed with a GPS Tracking Device. The initial purchase will be for 130 Non-Public Safety GPS tracking devices. The renewal cost shall not exceed \$45,000 during any renewal term under this Agreement. The annual renewal cost covers the monthly subscription costs for data transfer for each GPS Tracking Device installed in a City vehicle, any new or replacement GPS Tracking Device units for City vehicles, and installation costs of any new GPS Tracking Devices on City vehicles. Units may include the GPS Tracking Device and any necessary auxiliary components listed in the Company's Response.

BUDGETARY IMPACT

Funding has been reserved in the FY 2016-2017 Vehicle Replacement Fund and Internal Services. The monthly service charge will be included in the FY 2017-2018 Departmental Operating Budgets.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute a contract with Nile Business Trust, dba FleetBoss for the purchase and installation of Global Positioning Satellite Tracking Systems for the City's GPS Fleet Management System for an amount of \$80,000, with three optional one-year renewals for annual maintenance and service costs in an amount of \$45,000.

MOTION

I make a motion to authorize the City Manager to execute a contract with Nile Business Trust, dba FleetBoss for the purchase and installation of Global Positioning Satellite Tracking Systems for the City's GPS Fleet Management System for an amount of \$80,000, with three optional one-year renewals for annual maintenance and service costs in an amount of \$45,000.

ATTACHMENTS:

Contract RFP Response and Exhibits

STATE OF TEXAS§\$AGREEMENT FOR GPS TRACKING DEVICESCOUNTY OF COLLIN§

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Nile Business Trust/DBA Fleetboss GPS ("Company") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain GPS Tracking Devices from Company in accordance with the request for proposal specifications attached hereto as <u>Exhibit</u> "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as <u>Exhibit</u> "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the last day of February, 2018, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to renew this Agreement for up to three (3) additional renewal terms of one year each at the City's sole discretion, the first renewal term beginning on February 28, 2018. The City may exercise its right to renew this Agreement by providing Company written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

Article II Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for Proposal GPS Tracking Devices #2017-10-3 ("Specifications"); and

C. Company's Response to City's Request for Proposal GPS Tracking Devices #2017-10-3 ("Response").

Article III Scope of Services

Company shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in <u>Exhibit</u> "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Company agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in <u>Exhibit</u> "A," to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in <u>Exhibit</u> "A." The total compensation to Company shall not exceed \$80,000 during the Initial Term of the contract which includes the initial GPS Tracking Device acquisition costs, installation costs, and one year of monthly data subscriptions per vehicle installed with a GPS Tracking Device. The renewal cost shall not exceed \$45,000 during any renewal term under this Agreement. The annual renewal cost covers the monthly subscription costs for data storage for each GPS Tracking Device installed in a City vehicle, any new or replacement GPS Tracking Device units for City vehicles, and installation costs of any new GPS Tracking Devices on City vehicles. Units may include the GPS Tracking Device and any necessary auxiliary components listed in the Company's Response. The Company shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in <u>Exhibit</u> "A." All invoices shall be e-mailed to <u>accountspayable@cityofallen.org</u>. Upon approval, City shall compensate Company as provided herein and in <u>Exhibit</u> "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Company shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Company prior to Company's receipt of a written Notice to Proceed from City shall be entirely at Company's own risk. Work performed and expenses incurred after Company has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

AGREEMENT FOR GPS TRACKING DEVICES - PAGE 2

Article VII Suspension of Work

City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Company shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Company shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

8.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Company may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

(a) by mutual written agreement of the parties;

- (b) immediately by City, if Company defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Company terminate this Agreement under this provision, Company shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

11.1 Company shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Company's employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

12.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 <u>Assignment</u>. Company may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Company to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 <u>Governing Law</u>. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the parties.

12.6 <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 <u>Independent Company</u>. It is understood and agreed by and between the parties that Company, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

(continued on next page)

If intended for City:

with copy to:

City of Allen, Texas	Peter G. Smith
Attn: Peter H. Vargas, City Manager	Nichols, Jackson, Dillard, Hager &
Allen Civic Plaza	Smith, L.L.P.
305 Century Parkway	500 N. Akard, 1800 Lincoln Plaza
Allen, Texas 75013	Dallas, Texas 75201
Facsimile: 214-509-4118	Facsimile: 214-965-0010

If intended for Company:

Nile Business Trust/DBA Fleetboss GPS Attn: Mark Cohen, President GM 713 Ridgeview Rockwall, TX 75097 Phone: 214-957-2670

12.9 <u>Counterparts</u>. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 <u>Exhibits and Recitals</u>. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 <u>Indemnification</u>. Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time

period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

12.12 <u>Audits and Records</u>. Company agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 <u>Conflicts of Interests</u>. The Company represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 <u>Warranty.</u> The Company warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 <u>Uniforms.</u> Company shall provide and require its employees to wear a uniform that bears the Company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Company shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment.

12.16 <u>Warning Devices and Barricades.</u> The Company shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The Company shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Company for such measures.

12.17 <u>Protection of Vehicles.</u> The Company shall use best efforts to protect City Vehicles from damage during the installation process of GPS Tracking Devices. The Company shall not proceed with installation of the Devices if the vehicle does not appear to be in proper working condition or if installation may damage the vehicle. If damage is noted or if probable damage will occur, then it is the Company's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The Company is responsible for damage to the vehicles during the installation process due to improper installation methods or misuse of property. If a portion of the vehicle is inaccessible for proper GPS Tracking Device installation, the Company shall bring this to the attention to the City and halt installation until the vehicle is accessible.

(Signature page to follow)

EXECUTED this _	day of	, 2017.	

CITY OF ALLEN

By: _____

PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza 305 Century Parkway Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this ______ day of ______, 2017.

Nile Business Trust/DBA Fleetboss GPS

Name: _____

MARK COHEN

Title:

Nile Business Trust/DBA Fleetboss GPS 713 Ridgeview Rockwall, TX 75097 Phone: 214-957-2670

EXHIBIT "A" SPECIFICATIONS AND RESPONSE

- 1. City's Request for Proposal #2017-10-3 for GPS Tracking Devices.
- 2. Nile Business Trust/DBA Fleetboss GPS Response to City's Request Proposal #2017-10-3 for GPS Tracking Devices



GENERAL INFORMATION

CITY OF ALLEN, TEXAS BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSAL GPS Vehicle Tracking Devices 2017-10-3

PROPOSALS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

December 8, 2016 @ 2:00 P.M.

NO LATE PROPOSALS WILL BE ACCEPTED FACSIMILE OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED

SUBMIT ORIGINAL PROPOSAL AND THREE COPIES ALONG WITH CURRENT INSURANCE CERTIFICATE

> PROPOSAL PACKAGES MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION 305 CENTURY PARKWAY ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Debra Morris, Purchasing Manager 214-509-4630

DEC 6 2016 PM12:56

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:	
FLEETBOSS GPS OFFICIAL Firm Name)	
By: Original Signature) Must be signed to be considered responsive	
MARK COHEN	
Typed or Printed Name)	
PRESIDENT-GM 12-5-16	
(Date)	
Remittance Address: <u>713 RIDGEVIEW DR.</u>	
(Zip Code)	
Fax #: ()	
E-Mail Address: FLEETBOSS@SWBELL.NET	
the state is increased for this hid, places calego violage receipt	

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

-)

1) 11-30-1016	date acknowledged
2) 12-5-2016	date acknowledged
3)	date acknowledged

SECTION V PRICING

GPS UNIT COST *See Exhibit A	\$99.00	_ Each
Do you offer a quantity discount?	No	_
Cost		_
Minimum Order		-
	*	
Monthly Monitoring Fee Per Unit	\$24.95	_Each
(One-year agreement for software services, renewable annually up to three years)		
DETAIL LIST * See Exhibit B		
IOX Extender NFC Tag Reader Cable	\$59.00	_Each
Driver ID Immobilization Kit	\$29.00	_Each
Driver ID Key Fob	\$12.00	_Each
AUXILLARY EQUIPMENT AND CABLES See Ehibit C		
OBD II "T" Interface Harness Cable	\$29.00	_Each
Light - Heavy Duty Extension Cable	\$29.00	_Each
4 Wire IOX Harness	\$39.00	_Each
REPLACEMENT PARTS		
Any Replacement part pricing are listed above in Detail & Auxillary		_Each
		_Each
		_Each
INSTALLATION OPTIONS	·	
Installation of GPS unit only	No Ch	
Installation of GPS unit with NFC Reader and Immobilization Kit	\$75.00 pe	
Installation Support & Consulting provided in person or via telephone	No Charge)
Shipping will be at actual cost to City FIXED PRICING GUARANTEES FOR THE TERM OF THE CONTRACT TO BE EF FIRST PRODUCT PURCHASE HAS BEEN PLACED		R THE INITIAL

Yes

_

EXHIBIT A

Geotab GO 7 GPS Unit Specifications

- 1. Plug n Play GPS unit of small form that plugs directly into vehicle's OBDII port
- 2. Active tracking for true live vehicle location available.
- 3. External device expandability via IOX technology
- 4. Accident detection & notification with detailed forensic data uploaded for reconstruction of accident including the ability in-vehicle reverse collisions.
- 5. Accurate engine diagnostics, DTC, and proprietary engine data
- 6. Fast acquisition time using Almanac OTA support under one second
- 7. Built-in auto calibrating 3 axis accelerometer
- 8. Audible alert for your safe driving policies including harsh breaking, sharp cornering, over acceleration, idling and seatbelt
- 9. Accepts over the air firmware updates for maintenance, software, and custom applications.

EXHIBIT B

Detail List for IOX Expandability Connections

- A. Installation of starter interrupt immobilization and Driver ID FOB, the following equipment is required.
 1. I/O Extender NFC Tag Reader Cable

 - 2. Driver ID Immobilization Kit
 - 3. Driver ID Key Fob

EXHIBIT C

Auxiliary Equipment and Cables

- A. OBD II "T" Interface Harness Cable.
 - 1. Optional wiring harness may be required depending on the fuel master equipment configuration used by the City of Allen to plug into OBD II port
- B. Light Duty Extension Cable
 - 1. Optional wiring harness may be used to conceal GPS unit under the dash of vehicle that are in the ½ to ¾ ton weight class
- C. Heavy Duty Extension Cable
 - 1. Optional wiring harness used in 1 ton or larger vehicles that may have a 6 or 9 pin OBD ports
- D. 4 Wire IOX harness
 - Optional wiring harness used to monitor various types of activities from side or rear door open/close on vehicles, blades up/down notifications on plows, tractors, or any City or Park equipment



Geotab[®] GO7[®] — Expandable Plug-&-Play Telematics Device

For the most up to date version, please visit: goo.gl/5zcEWm



G07 Device

GO7 is a small yet extremely powerful telematics measurement tool. Similar to the GO6[®] before it, the GO7 offers state-of-the-art GPS technology, g-force monitoring, GEOTAB IOX[®] expandability, and engine and battery health assessments. Using Geotab's patented tracking algorithm, it accurately recreates a vehicle's trips and analyzes its incidents. Moreover, the GO7 offers in-vehicle alerts to instantly notify drivers of infractions and — with hardware Add-Ons — the ability to provide live coaching to drivers relating to their on-road performance. The GO7 is a truly Plug-&-Play technology — it does not require a dash-mounted antenna or any splicing of wires. Major enhancements over the GO6 include:

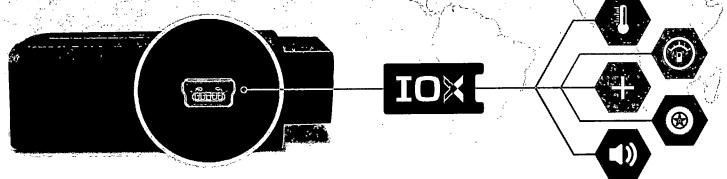
- Enhanced auto-protocol detect and select
- Programmable or soft pins allows firmware to change pin utilization based on protocol and vehicle type
- Secondary protocol support for Ford, GM, Chrysler, Volvo, Mazda and more
- Four CAN bus interfaces enabling more options for engine protocol support and device expandability
- Higher sensitivity accelerometer

Top Features

- Easy Plug-&-Play installation
- External device expandability via IOX Technology
- Intelligent in-vehicle driver coaching
- Small form factor device
- Breakthrough accident detection & notification
- Accurate engine diagnostics, DTC, and proprietary engine data
- Near-real-time vehicle data
- Fast GPS acquisition time using Almanac OTA support
- Built-in auto-calibrating accelerometer

Expand Your Telematics Solution

The Geotab platform can be extended even further, at any time, to provide additional functionality. The Geotab GO7 includes an expansion port, the IOX. Multiple IOXs can be connected together, allowing you to add new peripherals as you require.



IOX-NFC: Driver Identification

Using the latest in RFID technology - Near Field Communications (NFC) - Geotab is delivering driver identification for drivers that switch between vehicles. With one simple touch of the NFC fob, vehicle operators can quickly, easily, and securely provide their driver ID information. Individual driver trips and driving behavior will then be displayed in MyGeotab for fleet managers to review.

IOX-AUX: Auxiliary Connections and Digital Inputs

With the IOX-AUX, fleets can identify various types of

activities. From plow up/down notifications on snow plows, to rear door open/close on delivery vans your options are endless.

IOX-Garmin: Garmin for HOS and Messaging

Connecting a Garmin to the Geotab GO7 allows messaging to/from your driver, provides directions, or compliance management with your Garmin Hours of Service (HOS). Geotab supports PNDs with and without traffic in both Europe and North America.

IOX-CAN: Private CAN Interface

A private CAN network in the vehicle enables customers or partners to transmit data from a third party device, otherwise not connected to the vehicle's network. Geotab also uses this IOX to support partner integrations, such as Mobileye for Driver Distraction Systems and Valor for Reefer Monitoring (Temperature Monitoring) and TPMS (Tire Pressure Monitoring Systems).

IOX-RS232: Serial Interface

Similar to the IOX-CAN, this IOX allows partners to push data from external devices through the GO7 to MyGeotab using proprietary serial protocol.

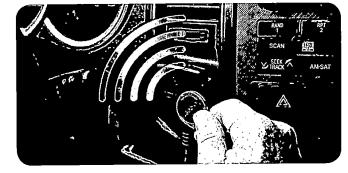
IOX-DICKEY-john: Salt & Sand Spreader Monitoring

Ideal for municipality fleets, the IOX-DICKEY-john enables managers to better understand material and liquid distribution: how much, where, and when - in real-time.



Contact Us to Learn More www.geotab.com testdrive@geotab.com





CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017
SUBJECT:	Authorize the City Manager to Execute a Four (4) Year Lease Agreement with Dell Financial Services for Computer Equipment with a Total Principal and Interest Amount of \$145,239.50.
STAFF RESOURCE:	Eric Matthews, Information Technology Director Eric Cannon, Chief Financial Officer
PREVIOUS COUNCIL ACTION:	City Council Approved a Five (5) Year Technology Strategic Plan in the 2006-2007 Budget. Council then Approved the Second and Subsequent Five (5) Year Technology Strategic Plan in Spring 2012. Both Strategic Plans recommended the establishment and continuation of a lease program for computer replacements.
ACTION PROPOSED:	Authorize the City Manager to Execute a Four (4) Year Lease Agreement with Dell Financial Services for Computer Equipment with a Total Principal and Interest Amount of \$145,239.50.

BACKGROUND

In 2006, the City developed a Five-Year Strategic Plan for Technology. As part of that plan, it was determined that staff needed to establish a lease program for computer replacements. This has benefitted the City by providing a mechanism to budget more consistently for computers and has rotated our desktop and notebook computers, keeping the City more current with industry standards.

This lease will include the replacement of approximately 140 computers for the following departments/divisions:

- Convention & Visitors Bureau
- Public and Media Relations Office
- Engineering (Traffic Division)
- Parks & Recreation (Ford Pool, Administration, Natatorium, Senior Center, and Event Center)
- Library (Staff & Public)
- Community Services (Service Center and Pump Station)
- Police

The proposed lease agreement with Dell Financial Services utilizes state contract pricing through the State of Texas Department of Information Resources (DIR). The total cost of \$145,239.50 over the four year lease term includes \$140,413.50 for the cost of the equipment plus \$4,826.00 for service costs such as the imaging of hard drives, delivery, set-up, and removal of and wiping of machines at the lease term. An option to

purchase the equipment at the end of the lease term in the 49th month is available for a final payment in the amount of \$5,517.94. Alternatively, the equipment can be returned at the end of the 48th month with entry into a lease for new hardware.

BUDGETARY IMPACT

The lease of computer equipment is included in the annual Information Technology Department operating budget. The average annual lease payment of \$37,831.82 is consistent on a per-unit basis with previous computer hardware lease agreements.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a four year lease agreement with Dell Financial Services for computer equipment with a total principal and interest amount of \$145,239.50.

MOTION

I make a motion to authorize the City Manager to execute a four year lease agreement with Dell Financial Services for computer equipment with a total principal and interest amount of \$145,239.50.

ATTACHMENTS:

Dell Financial Services Quotation

COGLOBAL ASSET	Qu	ote
Old JAN 1	Order No.:	040854
Global Asset	Order Date:	2/9/2017
1815 Monetary Ln Suite 100	Delivery Date:	
Carrollton, TX, 75006	Expire Date:	3/11/2017
Phone: (972) 695-8600 Ext:	Customer ID:	C01584
Web: www.globalassetonline.com	Currency:	USD
то:	SHIP TO:	

BILL 10:	SHE TO:
City of Allen	City of Allen
305 Century Pkwy	305 Century Pkwy
Allen TX 75013	Allen TX 75013
UNITED STATES	UNITED STATES
Attn: ACCOUNTS PAYABLE	Attn: Eric Matthews

	CONTRACT DIR-SDD-1951	TERMS Net 30			NTACT Jeff T., Mr.	
NO.	ITEM		QTY.	UOM	PRICE	EXTENDED PRICE
1	- 16GB (2x8GB) 1600MH - 2.5 inch 128GB SATA C	65W up to 87% efficient adapter 6.0 essor (Quad Core, 6MB, 4T, 2.5GHz, 35W z DDR3L lass 20 Solid State Drive 3-522 Wired Business Multimedia USB Ke e, Black French, Spanish	•	EACH	629.00	79,883.00
2	210-AGMF: Dell Mobile Precision \	Vorkstation 3510 XCTO	1.00	EACH	1,366.00	1,366.00
	- AMD FirePro W5130M v - 16GB (2x8G) 2133MHz - 256GB M.2 SATA Solid - Intel Wireless 8260 (802 - No Fingerprint Reader a - 130W AC Adapter - Primary 4-cell 62W/HR E - Win 10 Pro 64 English, F	uad Core 2.70GHz, 3,60GHz Turbo, 8MB //2GB GDDR5 DDR4 Memory Non ECC, MPWS State Drive, MPWS .11ac) + Bluetooth 4.1 nd No Smart Card Reader (Contact and C Battery		phics 530), MP	ws	
3	 Integrated HD Graphics 16GB (2x8GB) 2400Mhz M.2 128GB SATA Class Intel Dual-Band Wireless Internal US-English Qwe 65W AC Adapter, 3-pin Primary 4-cell 68W/HR E Win 10 Pro 64 English, F Onsite/In-Home Service 	ch Anti-Glare HD (1366 x 768) e i5-7300U (Dual Core, 2.60Gz, 3MB cach 620 : DDR4 Memory 20 Solid State Drive -AC 8265 Wi-Fi + BT 4.2 Wireless Card (2 rty Dual Pointing Backlit Keyboard Battery	2x2)	EACH	978.00	10,758.00
4	210-AIIB: Dell 23 Monitor P2317H		224.00	EACH	166.00	37,184.00
	NOTE: - Premium Panel Warrant	Advanced Exchange 3 Years				
5	318-2885: Dell Stereo USB Sound Precision, Vostro, Customer Kit	Bar AC511 for Latitude, OptiPlex,	127.00	EACH	26.50	3,365.50

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GOGLOBAL ASSET	Q	uote
Global Asset 1815 Monetary Ln	Order No.: Order Date:	040854 2/9/2017
Suite 100 Carrollton, TX, 75006 Phone: (972) 695-8600 Ext:	Delivery Date: Expire Date: Customer ID:	3/11/2017 C01584
Web: www.globalassetonline.com	Currency:	USD
L TO:	SHIP TO:	
y of Allen	City of Allen	

City of Allen	City of Allen
305 Century Pkwy	305 Century Pkwy
Allen TX 75013	Allen TX 75013
UNITED STATES	UNITED STATES
Attn: ACCOUNTS PAYABLE	Attn: Eric Matthews

	CONTRACT DIR-SDD-1951	TERMS Net 30		<i>v</i>	NTACT Jeff T., Mr.	
NO,	ITEM 210 ACOM: Dall Bensisian Tawas		QTY. 4.00	UOM EACH	PRICE 1,348.00	EXTENDED PRICE 5,392.00
 6 210-ACQM: Dell Precision Tower 5810 XCTO Base NOTE: - Intel Xeon Processor E5-1620 v3 (Four Core HT, 10MB Cache, - Nvidia Quadro K620 2GB (DP, DL-DVI-I) (1 DP to SL-DVI adapt - 16GB (4x4GB) 2400MHz DDR4 RDIMM ECC - 2.5" 256GB SATA Class 20 Solid State Drive - Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW - 8x Slimline DVD+/-RW Drive - US English (QWERTY) Dell KB-522 Wired Business Multimedia - Dell MS116 Wired Mouse, Black - Win 10 Pro 64 English, French, Spanish - Onsite/In-Home Service After Remote Diagnosis, 4 Years) RAID 0/1/5/10				
7	429-AAUX: Dell External USB Slin	DVD+/-RW Optical Drive	25.00	EACH	45.00	1,125.00
8	450-AEUO: Customer Kit, Dell Do	ck Type C - 180W	8.00	EACH	146.00	1,168.00
9	331-9653: Dell Business Multimed	ia Keyboard - KB522	8.00	EACH	21.50	172.00
10	INSTALLSERVICES: Dell OptiPie:	3040 MFF Imange/Deliver/Install	127.00	EACH	38.00	4,826.00

Total Weight (EACH):	0	Sales Total:	145,239.50
Total Volume (BOTTLE):	0	Freight & Misc.:	0.00
		Tax Total:	0.00
		Total (USD):	145,239.50

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Prepared For:

City of Allen

Eric Matthews 305 Century Pkwy Allen TX 75013

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ank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is							49	
	g proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you you guestions, please contact me at the phone number or email address below.							
any questions, please cor	itact me at the phone number of email address below.				Payments:		Annual	
					Consolidation:		Monthly	
osal Expiration Date:	March 22, 2017				Payments Due:	Advance None		
Quote Number	Summary Product Description	Summary Product Description Product Price Quantity Extended Price			Interim Rent: Rate Factor	4 Annual Payments	Percent.	Final DellFle Payment
40854	OptiPlex 3040	\$629.00	127	\$79,883.00	0.26001	\$20,770.38	4.00%	\$3,195.32
	Dell Mobile Precision Workstation	\$1,366.00	1	\$1,366.00	0.26001	\$355.17	4.00%	\$54.64
a manage tasta a su stage a	Dell Latitude 5480	\$978.00	11	\$10,758.00	0.26001	\$2,797.19	4.00%	\$430.32
te alta Ar e u	Dell 23 Monitor	\$166.00	224	\$37,184.00	0.26001	\$9,668.21	4.00%	\$1,487.36
م الله الله الله	Dell Stereo USB SoundBar	.\$26.50	127	\$3,365.50	0.26001	\$875.06	4.00%	\$134.62
	Dell Precision Tower 5810	\$1,348.00	4	\$5,392.00	0.26001	\$1,401.97	4.00%	\$215.68
	Dell External USB (25), Dell Dock (8), Keyboard (8)	\$2,465.00	1	\$2,465.00	0.26935	\$663.95	0.00%	\$0.00
	Installation Services	\$38.00	127	\$4,826.00	0.26935	\$1,299.88	0.00%	\$0.00
, · ·γ ·	TOTALS			\$145,239.50		\$37,831.82		\$5,517.94

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

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February 20, 2017

Prepared For:

City of Allen

Eric Matthews 305 Century Pkwy Allen TX 75013

Leasing and financing provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the DELL logo are trademarks of Dell Inc. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.

End of Term Options: DellFlex Tax Exempt Lease Purchase:

TECHNOLOGY REFRESH OPTION

The DellFlex technology refresh structure is similar to our tax exempt lease purchase but provides the Lessee with an opportunity to "refresh" the equipment on the first day of the last month of the primary term (the 25th, 37th or 49th month, or the "Tech Refresh Date"). If Lessee wishes to exercise this option, Lessee must notify Lessor in writing at least 120 days prior to the end of the Primary Term, return all (but not less than all) of the equipment on the lease, and enter into a new lease for new, upgraded equipment with a minimum 24 month term (ask your DFS sales representative for details). When Lessee completes the DellFlex requirements and any other payment or performance requirements under their lease terms, the original lease will end. If the terms and conditions of the DellFlex option are not fulfilled in their entirety before the Tech Refresh Date, the DellFlex refresh option is null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date, after which the Lessee obtains free and clear title to the equipment.



February 20, 2017

Prepared For:

City of Allen

Eric Matthews 305 Century Pkwy Allen TX 75013

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials,

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Michelle Root Financial Sales Representative Dell | Financial Services office 512-723-0735 cell 512-736-3772 michelle.root@dell.com

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017
SUBJECT:	Authorize the City Manager to Execute a Contract with Mission Critical Partners to Develop a Request for Proposal, Select a Vendor and Negotiate a Contract for the Replacement of the Police Department's Records Management System and the Public Safety Communications Center Computer Aided Dispatching Software System in the Amount of \$94,623.
STAFF RESOURCE:	Eric Matthew, Director Information Technology Kevin Cameron, Information Technology Project Manager Kenneth Myers, Deputy Chief of Police Debra Morris, Purchasing Manager
ACTION PROPOSED:	Authorize the City Manager to Execute a Contract with Mission Critical Partners to Develop a Request for Proposal, Select a Vendor and Negotiate a Contract for the Replacement of the Police Department's Records Management System and the Public Safety Communications Center Computer Aided Dispatching Software System in the Amount of \$94,623.

BACKGROUND

In 2006, the City developed a Five-Year Strategic Plan for Information Technology. Since that time the Information Technology Department has completed the items that were written in the initial plan. The first phase of the IT Strategic Plan established a solid network infrastructure and data center, and replaced key public safety systems including the police and fire department's CAD/RMS systems.

In 2012, the public safety communication center's computer aided dispatch software was implemented followed by the police department's record management system (RMS) in 2013. The fire department's RMS also went live during this time period and is not considered for replacement under this consulting contract. The current software configuration between the CAD and the police department's RMS is not fully integrated and lacks true efficiencies for the police department.

After in-depth research, the City has determined that it is in the best interest of the police department to seek new CAD and RMS software that will overcome the current issues being experienced by the police department with minimal impact to the fire department's operations.

On October 13, 2016 the City of Allen issued a Request for Qualifications for Consultant Services for Public Safety Software. Four responses were received on November 9, 2016. The evaluation process included two interviews with the consulting firm providing the best match to our requirements. The evaluation criteria

included firm experience, firm services and references. The evaluation committee was represented by four different departments.

Mission Critical Partners was selected by the committee and is considered an industry leading consulting firm specializing in public safety IT issues including CAD and RMS software.

BUDGETARY IMPACT

The cost associated with this work is funded in the FY 16-17 non-bond capital project account.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager execute a contract with Mission Critical Partners to develop a Request for Proposal, select a vendor and negotiate a contract for the replacement of the Police Department's Records Management System and the Public Safety Communications Center Computer Aided Dispatching Software System in the amount of \$94,623.

MOTION

I make a motion to authorize the City Manager execute a contract with Mission Critical Partners to develop a Request for Proposal, select a vendor and negotiate a contract for the replacement of the Police Department's Records Management System and the Public Safety Communications Center Computer Aided Dispatching Software System in the amount of \$94,623.

ATTACHMENTS:

Contract

STATE OF TEXAS § \$ AGREEMENT FOR CONSULTING SERVICES COUNTY OF COLLIN §

This Agreement for Consulting Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Mission Critical Partners, Inc., a Pennsylvania corporation, ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent Contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City with services related to the procurement of a public safety system (the "Project"); and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II Contract Documents

- 2.1 This Agreement consists of the following items:
 - A. This Agreement;

- B. City of Allen Request for Qualifications Solicitation No. 2016-9-185
 "Consultant Services for Public Safety Software" ("City RFQ Solicitation No. 2016-9-185") (attached as Exhibit "A"); and all addenda thereto; and
- C. Consultant's Response to City RFQ Solicitation No. 2016-9-185 (attached as Exhibit "B").
- D. Consultant's Scope of Work Clarification to City RFQ Solicitation No. 2016-9-185 (attached as Exhibit "C")

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

Article III Scope of Service

3.1 The Consultant shall perform the services in connection with the Project as set forth in Exhibits "A", "B" and "C".

3.2 The City shall, prior to commencement of services, provide the Consultant with the information set forth in the Scope of Work, attached as Exhibit "A"; and, City RFQ Solicitation No. 2016-9-185, attached as Exhibit "B", if any.

3.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the services performed hereunder.

Article IV Schedule of Work

The Consultant agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the mutual agreement of both the City and Consultant (the "Work Schedule"). Any work performed or expensed incurred by Consultant prior to Consultant's receipt of a written Notice to Proceed from the City shall be entirely at Consultant's own risk.

Article V Compensation and Method of Payment

5.1 Consultant shall be compensated for the services performed under this Agreement in an amount not to exceed Ninety-Four Thousand Six Hundred and Twenty-Three Dollars (\$94,623.00). Consultant's pricing is set forth on page 3 of the MCP Scope of Work Clarification as attached in Exhibit "C". 5.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

5.3 The City shall pay the Consultant within thirty (30) days of receipt of a proper invoice provided there are no errors or discrepancies and that all the work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

Article VI Project Manager

The Parties agree that Richard Gaston ("Gaston") shall serve as Project Manager for the Term of this Agreement. Consultant may replace Gaston only upon the City's prior written authorization for such replacement.

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties.

7.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

7.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII

Insurance

Consultant shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "B" attached hereto.

Article IX Miscellaneous

9.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

9.2 <u>Assignment</u>. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

9.3 <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

9.4 <u>Governing Law</u>. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the Parties.

9.6 <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9.7 <u>Independent Contractor</u>. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. 9.8 <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Peter H. Vargas City Manager City of Allen, Texas 305 Century Parkway Allen, Texas 75013 214.509.4118 - fax With Copy to:

Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 North Akard Street Dallas, Texas 75201 214.965.9900 – telephone 214.965.0010 – fax

If intended for Consultant:

Attn: David F. Jones, ENP Senior Vice President/Principal Mission Critical Partners, Inc. 502 N. Carroll Ave., Suite 120 Southlake, TX 76092 817.213.6919 – telephone

9.9 <u>Indemnification</u>. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR

REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9.10 <u>Conflicts of Interests</u>. Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

9.11 <u>Force Majeure</u>. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

9.12 <u>Counterparts</u>. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

9.13 <u>Exhibits</u>. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

(Signature Page to Follow)

EXECUTED this	day of	, 2017.
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CITY OF ALLEN, TEXAS

By:_____ Peter H. Vargas, City Manger

Approved as to form:

By: ___

Peter G. Smith, City Attorney (12-29-2016/82443)

EXECUTED this _____ day of _____, 2017.

MISSION CRITICAL PARTNERS, INC.

By:____

David F. Jones, ENP Senior Vice President/Principal

EXHIBIT "A"

CITY OF ALLEN REQUEST FOR QUALIFICATIONS SOLICITATION NO. 2016-9-185 CONSULTANT SERVICES FOR PUBLIC SAFETY SOFTWARE

EXHIBIT "B"

CONSULTANT'S RESPONSE TO CITY RFQ SOLICITATION NO. 2016-9-185



MissionCriticalPartners

Your Life Safety Mission Is Our Passion



Request for Qualifications No. 2016-9-185 for Consultant Services for Public Safety Software

SUBMITTED NOVEMBER 9, 2016 TO: City of Allen, Texas



TABLE OF CONTENTS

Tre	ansmittal Letter				
Α.	Firm Experience				
	Company History And Overview2				
	Financial Status				
В.	Firm Services				
:	Staffing				
С.	References				
D.	Pricing				
Ap	pendix A – All Client Experience from Past 5 Years 42				
Ap	pendix B – Certificate of Insurance Coverage53				
Ap	pendix C – Bid and Supplier Information56				
Ap	pendix D – Bid Endorsement				
Ex	hibit 1 – Insurance Indemnification 60				
Exhibit 2 – Affidavit of No Prohibited Interest62					
Exhibit 3 – Bidders Qualification Statement 64					
Exhibit 4 – "No Bid" Response 67					
Exhibit 5 – Supplemental Information 69					
Ex	Exhibit 6 –Vendor Registration and W9 Form 71				
Ex	hibit 7 – Conflict of Interest Questionnaire74				
Ex	Exhibit 8 – Certificate of Interested Parties 1295 76				
Ex	Exhibit 9 – Vendor Criminal Background Check 78				
Ex	hibit 10 – Contract Draft				

TRANSMITTAL LETTER

November 9, 2016

Debra Morris, CPPO, Purchasing Manager City of Allen Purchasing Division 305 Century Parkway Allen, TX 75013

Re: RFQ No. 2016-9-185 – Consultant Services for Public Safety Software

Dear Ms. Morris,

Mission Critical Partners, Inc. (MCP) appreciates the opportunity to provide this proposal for public safety software consulting services for the City of Allen, Texas (City). The MCP team serves as an independent agent with considerable experience in local government management roles, and extensive experience in performing public safety consulting services for state, local, and federal government entities.

As required, we are submitting the proposal in the following formats: One (1) electronic copy submitted via the City of Allen eBid system.

I am the principal point of contact and authorized representative for this proposal response. My contact information follows:

David F. Jones, Senior Vice President/Principal 502 N. Carroll Avenue, Suite 120 Southlake, TX 76092 Cell: 864-809-9911 Office: 817-213-6919 Email: <u>DavidJones@mcp911.com</u>

On behalf of our entire team, we stand behind the City of Allen to serve as your partner and your advocate.

Sincerely,

MISSION CRITICAL PARTNERS, INC.

David F. Jones, ENP Senior Vice President/Principal



A. FIRM EXPERIENCE

COMPANY HISTORY AND OVERVIEW

Mission Critical Partners (MCP) is committed to delivering top quality technical and operational consulting services to help managers overcome mission critical challenges and has been providing proposal development assistance and Records Management System (RMS) services since inception.



A corporation founded on December 29, 2008 under the laws of the Commonwealth of Pennsylvania, and beginning business operations on February 2, 2009, Mission Critical Partners' staff brings more than 30 years of experience in public safety communications. Our award-winning team consists of former public safety managers, project management professionals (PMPs), and technology, forensic and policy specialists. Mission Critical Partners' principals have each invested more than three decades in the 9-1-1 industry and continue to serve in key leadership roles in all the major industry organizations, such as National Emergency Number Association (NENA), Association of Public-Safety Communications Officials-International (APCO), and Industry Council for Emergency Response Technologies (iCERT); and as advisors to key federal and state governmental bodies. Our goal is to support our life safety communications clients through improved policy, systems and processes **because the mission matters**.

As former clients ourselves, we add value by understanding how policy, financing, governance, operations, and technology must converge to holistically solve complex issues. We are committed to listening, being responsive, consistent, accountable, objective and visionary. We work with our clients to develop a sound approach by seeking to understand the challenge, analyzing the data and information available and developing a durable resolution. We provide unbiased recommendations and are independent of vendors providing mission critical products.

1. Firm name, address, phone number, and date established;

Founded on December 29, 2008, Mission Critical Partners serves municipal, county, state and federal clients across North America with offices in the following locations:

Corporate Headquarters

690 Gray's Woods Blvd., Port Matilda, PA 16870 Phone: 888-862-7911 / Fax: 814-217-6807 Website: www.mcp911.com

Branch Offices

502 N. Carroll Avenue, Suite 120, Southlake, TX 76092 4801 Glenwood Avenue, Suite 200, Raleigh, NC 27612 105 Bradford Road, Suite 400, Wexford, PA 15090 2578 Interstate Drive, Suite 106, Harrisburg, PA 17110



2. Address and location of the local responsible office;

502 N. Carrol Avenue, Suite 120, Southlake, Texas 76092

3. Name of office principals, their experience and professional qualifications;

Mission Critical Partners' experience with 9-1-1, Computer Aided Dispatch (CAD), RMS and interoperable communication technologies goes beyond a simple "working knowledge" level of understanding. Our experts are working every day to implement new technology solutions for our clients across the nation. We are conducting planning, system design, reviewing vendor proposals, assisting with implementation and ensuring that systems meet or exceed client requirements. Our technologists and consultants stay abreast of current offerings and changes within the community, and we share this knowledge and insight with our clients.

MCP has identified the key office principals that we plan to assign to this important project. Each of these team members brings a unique skill set and depth of experience in mission critical automated systems in particular, but additional resources and subject matter experts are available as we are a full service firm focused on all aspects of public safety in and around the 911 center.

Leonard Kowalski, MBA, PMP, brings more than 30 years of engineering, operations, automated systems/IT and project management experience to the team. Len has led government and commercial projects specializing in the application of information technology to business and public safety operations. His background includes a MBA from Carnegie Mellon University, building on a bachelor's degree in Civil Engineering Technology and rounded out with certification as a Project Management Professional (PMP.)

David F. Jones, ENP is a Senior Vice President with Mission Critical Partners, Inc. and is based in the Dallas/Fort Worth area. David provides executive-level consultative services and expertise on matters related to Next Generation 9-1-1, government affairs, public policy, and legislation. He is an internationally known subject matter expert on 9-1-1, Next Generation 9-1-1 (NG9-1-1), and emergency services. David was among the first in the nation to be certified as an Emergency Number Professional (ENP) and has more than 30 years of experience in the public sector having administered, directed, managed, and operated emergency service agencies and 9-1-1 departments.

Sidney McConahy, ENP, PMP has been actively involved with emergency services for the past 25 years. While in Mifflin County, Pennsylvania, he was instrumental in creating a partial-paid EMS service from a total volunteer service, which continues to set a standard for pre-hospital care. He established a centralized countywide 9-1-1 communication center from four individual centers, as well as establishing a common countywide radio system for interoperability capabilities. Sid led the County into the age of computer-aided dispatch, which involved the readdress of the county from a rural address system to an assigned street address system and served as the County Deputy EMA Coordinator and Acting Coordinator.



Richard Gaston, CEM has over 30 years of public safety experience spanning law enforcement, fire protection, emergency medical services, and emergency management. Richard has maintained accreditation as a Certified Emergency Manager (CEM) through the International Association of Emergency Managers since 1994 and has served in executive leadership positions in public safety agencies at both the county and municipal level. As a consultant, he has managed or supported a variety of projects for clients at the federal, state, local, and regional level.

Maura Hickey, ENP, brings extensive experience in facilitating successful project/team implementation techniques. As a former PSAP Manager and Project Manager with over 20 years in the Public Safety Communications field, Maura has a proven ability in project analysis, project coordination and project implementation.

Marc Berryman, ENP is a widely recognized expert in the development, utilization and application of GIS and relational database systems into 9-1-1 and public safety systems. He has worked as a GIS consultant for several Fortune 100 companies, and has been involved in management and coordination of projects ranging from regional mapping and data sharing, wireless Phase II implementation to maintaining the GIS data for the Greater Harris County 9-1-1 Emergency Network and the Houston Emergency Center's CAD systems in Texas.

Robert Horne, ENP brings more than 20 years of program management experience in Geospatial Information Systems (GIS) with a focus on public safety, law enforcement and intelligence. He led and managed multi-million dollar implementations of GIS technology at the federal, state and local level; and is familiar with the process of integrating these systems and data into emergency operations centers, fire and police command centers and fusion centers.

Bob Scott, PMP brings over 30 years of emergency communications experience, having served Pennsylvania State Police (PSP) for 26 years. In that capacity, he had the opportunity to serve as a project manager for many large public safety technology projects and was privileged to leverage that experience into a successful career as a public safety consultant/project manager. For 5 years in the private sector, Bob has led and been a senior technical resource on a large number of public safety CAD/mobile data and records management systems projects, as well as PSAP and operations assessment initiatives.

Rob Sterner brings 14 years of public administration and public safety experience together with 7 years of executive level consulting experience. As a county project director he managed a \$68-million-dollar upgrade to the entire public safety infrastructure in York County, PA, which included a CAD/Mobile and RMS implementation. Additionally, as a consultant his experience includes 5 additional CAD/RMS assessments, procurements, and implementations of multiple systems.

Andrew Mesaros, ENP, CM brings more than 25 years of Information Technology experience focused on Public Safety client needs in automated systems application and system specification, procurement document development, and implementation oversight of mission critical computer based systems and networks. His experience includes over 20 CAD/RMS projects.



Rick Harrison, ENP brings more than 35 years of telecommunications experience in the public safety sector. His accomplishments include managing projects such as a CAD system development that resulted in the development of a national CAD product, initiating a text-to-911 program, and implementation of a P25 radio project. Rick has served as PSAP Operations Manager, Primary Supervisor, Assistant Supervisor and Dispatcher for Police, Fire and EMS.

Additional staff experience and qualifications as requested by the RFQ can be found in the Resume section provided later in MCP's qualifications.

4. Describe your firm's experience in providing like services including the number of years your firm has actively provided such services;

For over seven years, Mission Critical Partners has served as the industry leader in Public Safety Consulting supporting many Federal state and large county and city level projects across the country including the national 9-1-1 Program Office and the States of Texas, Nebraska, Kansas, Pennsylvania, Minnesota, and Virginia. Our team has unmatched depth and experience working with public safety agencies as a full service public safety consulting firm, offering *records management systems and mobile data system* assessment and design, requirements definition and specification development, contract negotiation, vendor selection and project implementation.

Furthermore, Mission Critical Partners has a played a vital role in supporting NG9-1-1 at the national level through its work with the U.S. Department of Transportation's National 911 Program. Founded by Congress in 2004, the National 911 Program was created to provide a national focus for 911 services in the United States. At the national level, MCP has developed minimum training standards for telecommunicators, identified NG9-1-1 cybersecurity standards and develop 911 focused infrastructure risk assessment, developed "interstate playbook" to assist multiple states in ensuring state-to-state communications and data interoperability. Additionally, MCP monitored and reviewed 911 technical and operational standards, performed gap analyses of national and international 911 technical and operational standards and produced bi-monthly webinars to highlight the success of NG9-1-1 early adopters.

Mission Critical Partner's support for the National 911 program demonstrates our national perspective on Public Safety and E911/NG9-1-1 issues, specifically around technology, operations, policy/governance, and funding.

5. Vendor shall have a minimum of FIVE (5) years' experience

Beginning business operations on February 2, 2009, Mission Critical Partners has over seven years' experience in delivering public safety consulting services.



6. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds;

Mission Critical Partners' staff serve in key roles in all the major industry organizations, such as National Emergency Number Association (NENA), Association of Public-Safety Communications Officials-International (APCO), and Industry Council for Emergency Response Technologies (iCERT); and as advisors to key federal and state governmental bodies.

MCP currently has 33 NENA-certified ENPs having knowledge and practical skills in public safety planning and implementation. MCP also has 10 Project Management Institute (PMI)-certified PMPs.

7. Describe whether your firm has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

Mission Critical Partners, Inc. has never been investigated by an outside agency.

FINANCIAL STATUS

Mission Critical Partners is a private corporation. We do not publish our financial statements outside the firm's ownership and are not bound to public disclosure requirements. Our financial statements are prepared using generally accepted accounting principles and reviewed by the Baker Tilly Virchow Krause, LLP. MCP affirmatively declares that there are no judgments, pending or expected litigation, or any other actual or potential financial reversals that could materially affect the viability or stability of Mission Critical Partners, Inc. or our ability to successfully perform the specified work.

B. FIRM SERVICES

1. Similar project-related services of the respondent to major work category identified in this RFQ;

Mission Critical Partners is the industry leader in Public Safety Consulting supporting many state and large county and city level projects across the country. The MCP team has unmatched depth and experience working with public safety agencies, offering *CAD, mobile data, records management and jail management system* assessment and design, requirements definition and specification development. Our experience includes identifying requirements and design specifications for interfaces to *record management solutions* such as the Firehouse products currently in use by City of Allen stakeholders. The MCP team specializes in vendor selection processes that are rigorous, but fair, and, further, specialize in serving as a trusted advisor to our clients during contract negotiations after vendor selection. We have skilled public safety practitioners that work side-by-side with our clients to test the systems during project implementation and ensure the system functions as designed after go-live.



Our goal is to work in partnership with the City team to conduct a detailed assessment and develop vendor neutral, performance based specifications that ensure that the systems procured offer technologically advanced functionality on a hardware/network infrastructure that provides high availability for these mission critical systems. MCP understands that this will be a major procurement and expense for the City and it is critically important that the procured systems are flexible enough to meet all current and future needs. The importance of this project to your mission is very clear to the MCP team, as our personnel have procured and deployed many of these systems as emergency communications professionals and as trusted consultant partners with our clients. Further, we will be with the City to ensure that this procurement is managed professionally, is the right system for the City and will serve emergency communications personnel, emergency responders and your citizens for years to come.

The MCP team has vast experience in implementing complex and multi-discipline technology systems for agencies across the country, having worked with large (Tier 1) vendors, mid-size and small vendors alike. We are proposing a very experienced project team from project management, CAD/Mobile Data/RMS/Jail Management subject matter experts and senior 9-1-1 operations subject matter experts. This balance is very important for the City's project because we can better identify your staff and field personnel requirements and then seamlessly translate them into technical specifications. The experience of our personnel in the field, behind the console, procuring and deploying systems and sitting at the table with public safety vendors provides the MCP team a unique advantage. We bring our proven record of success to the City and ensure that your project yields a cost effective solution within budget and on schedule.

As outlined in the project experience and reference sheets provided later in this statement of qualifications, MCP has extensive experience in all the key areas outlined in the City's RFQ.

Computer Aided Dispatch and Mobile Data Systems (MDS)

Mission Critical Partners personnel have developed specifications, written RFPs, conducted vendor evaluations, negotiated contracts and implemented dozens of CAD/MDS systems. From agencies as large as the City of Chicago to smaller dispatch operations such as Lancaster County, South Carolina, MCP personnel have a long history of delivering professional services with a track record of success, whether as public safety practitioners or consultants. MCP's seasoned professionals are familiar with all current CAD/MDS platforms being offered across the country and we have insight into vendor pricing, contract negotiation strategy and software capabilities unlike any of our competitors.

Law Enforcement Records

Mission Critical Partners has exceptional qualifications in law enforcement records and has several law enforcement professionals on staff. Most recently, MCP personnel worked with the County of Charleston, South Carolina, and the Pennsylvania State Police in procuring records management systems that included robust evidence and property management components.



Jail Management System

Mission Critical Partners personnel have extensive experience in developing specifications and RFPs that address our clients jail and inmate management system (JMS) needs. Most recently, MCP has successfully used these specifications to develop a RFP for the County of Charleston, South Carolina.

Fire and Emergency Medical Records

Mission Critical Partners has procured and implemented multiple systems that have interfaced with systems seamlessly. Most recently, MCP staff has written interface specifications and procured a CAD system that interfaced with fire records management and Electronic Patient Care Report (ePCR) for a consolidated emergency communication center in St. Charles, Illinois.

Geospatial/Geographic Information Systems (GIS)

Several individuals on the Mission Critical Partners staff specialize in GIS design, development and implementation. Our personnel have successfully deployed mapping solutions in both CAD and mobile data environments.

Computer Information Systems and Data Administration

Mission Critical Partners prides itself on developing robust information systems that meet the most stringent backup and recovery capabilities of our clients. Having worked in some of the largest jurisdictions in the United States, we ensure that all our clients, large or small, have a hardware and network infrastructure that have adequate redundancy and resiliency to operate efficiently without failure.

2. Experience with the full range of responsibilities contemplated for this category;

Mission Critical Partners is a comprehensive public safety consultancy rather than a firm with a single focus or specialization. Our practice areas are driven by subject matter experts in each of the respective fields – in other words, our specialization is in *all areas of public safety – from operations to technology.*

The following is a brief overview of all Mission Critical Partners' offerings.

Operations and Facilities Practice Team

Mission Critical Partners brings more than 30 years of experience in planning, designing and integrating mission critical technology and operations into new and renovated facilities. We are passionate about creating environments, processes and systems with our clients; enabling them to excel at their life safety mission.



Our Operations Facilities Practice team applies hands-on experience with PSAPs, emergency operations centers (EOCs), network operations centers, security and call centers to develop a solution that best fits the client's needs **because the mission matters**. We are familiar with the requirements of mission critical facility architectural and engineering design and are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction including site development, electrical, mechanical, structural, security and technology to coordinate systems install,

acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. MCP works closely with the client to develop the technology solutions, migration schedule and operations floor layout.



Shared Services and Consolidation

In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this

question as budgets become tighter, technology matures, operational demands become more complex and training increases. Many are finding that consolidation is a solution to consider. The Mission Critical Partners team has extensive experience with consolidation efforts in past public sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life safety services is the achievable objective. Mission Critical Partners develops a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, collocation or organizational change. The MCP team's impartial and even-handed approach has a proven track record of success.

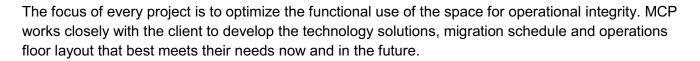
Today's economic realities require a thorough program analysis to define a future path of economizing while effectively delivering service. Appropriately applied, consolidation or collocation can achieve operational efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in systems cost basis.

Mission Critical Partners appreciates the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources, and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by advancing to the future. To ensure a comprehensive transition that is as smooth as possible, we also provide assistance with the migration efforts and the many challenges inherent in combining organization, facility, technology and operational resources.



Facility and Technology Design and Integration

Mission Critical Partners is familiar with the requirements of mission critical facility architectural and engineering design and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction including site selection, site development, electrical, mechanical, structural, security and technology to coordinate systems install, acceptance, training and operational transition.



Our team has a profound care for our clients, an indefatigable work ethic, and a proven record of success; we utilize industry leading intellectual capital to provide highly responsive, customized, solutions and strategies for our clients.

Network 9-1-1 Services

Mission Critical Partners staff has extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 9-1-1 (NG9-1-1) call delivery and processing elements. The public safety answering point (PSAP) environment will continually evolve with new technologies, processes and expectations. Mission Critical Partners' goal is to help our clients implement resilient and effective future-focused solutions that will enhance emergency response and result in better outcomes for public safety because the mission matters.



The MCP approach includes funding models, system life-cycle analysis, objectives, incident processing approach, network resources, and governance opportunities, in order to establish a thorough understanding of the unique PSAP environment.

Mission Critical Partners develops a plan for incident processing in the PSAP, incident dispatch and data management. MCP develops a comprehensive Master Plan for the agency or region and a conceptual design to NG9-1-1 deployment. The Master Plan considers all options and establishes timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Projects include, but are not limited to, master planning, design and procurement support of a wide variety of communications networks, including Internet Protocol (IP) based networks, such as Emergency Services Internet (ESInet).



Radio Wireless Services

Mission Critical Partners has a staff of highly qualified radio experts with varied backgrounds ranging from technicians in large municipal radio systems to persons holding electrical engineering degrees. However, all of our staff have one thing in common – first-hand knowledge and experience as public safety users of two-way radios. This unique combination of experience and education brings you a team dedicated to the success of your project.

Our team approaches your project with only one task in mind – your success. This is accomplished through our unique approach that determines your operational



needs and designs a radio network around your needs and budget. Many agencies have operational constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our first responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens. It is far too important to trust to anyone other than your partner, your advocate, and your agent for innovative solutions **because the mission matters**. Mission Critical Partners' staff works tirelessly to provide the guidance necessary for our clients to obtain the most capable, reliable and affordable communications systems, custom designed for their needs and budgets. Projects include, but are not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and FirstNet support.

Executive Consulting Services

MCP partners with clients to develop customized technical and operational solutions for life safety communications **because the mission matters**. Our staff has extensive experience serving in public sector and public safety management roles and applies that depth of real-world knowledge to advocating for our clients. Through our first-hand experience, we have earned the reputation for being accountable, prudent, persistent, progressive and reliable problem solvers.

Mission Critical Partners provides services that are initiated at a strategic level. An integral part of our executive level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision making in the public safety sector. In developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions. By seeking to understand and assembling a strategy that serves as a guide, Mission Critical Partners is able to execute a comprehensive, tactical approach that addresses all elements of the client's sphere of influence. Our team directs its collective energy on understanding the full scope of the client's responsibility and objectives. We evaluate the unique challenges that stand in the way of achieving success. Mission Critical Partners mitigates those challenges by leveraging policy, as well as human, technological and fiscal assets to develop a sustainable solution.



Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to first responders and the public while operating with limited resources. In recognition of the need to achieve more with less, Mission Critical Partners works to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

Lifecycle Management Services

Mission Critical Partners helps our client's manage and protect their communications systems and facilities long after the project closes. Our holistic approach to managed services ensures that clients realize maximum value from their investments throughout their lifecycle, while remaining confident that their system is running at peak performance.

Clients partner with us so that they can focus on the strategic aspects of public safety by offsetting activities not core to their mission. We provide solutions that achieve our client's goals, not their vendors, by applying a technology-independent approach.

With Mission Critical Partner's help managing their networks and operations, our clients realize simplified, protected, cost-effective, and interoperable communications networks that are sustainable. Our objective is to help them drive return from their investments while reducing their operating expenses.

We provide a broad portfolio of solutions that are natural fit after we've consulted with a client to plan, procure or implement including the following services:

- Network management services
- Building and site management services
- Data management services

STAFFING

3. Pertinent related professional experience of the firm and the potential persons who could be assigned to the work (potential project managers and support staff);

Mission Critical Partners recognizes that as a consulting firm, our corporate capabilities are directly dependent on the capabilities and experience of our staff. MCP has assembled one of the most experienced and knowledgeable teams in the country. A synopsis of the resumes highlighting the requested qualifications are provided below.

Mission Critical Partners' experience with RMS and public safety software goes beyond a simple "working knowledge" level of understanding. Our experts are working every day to improve and implement new technology solutions for our clients across the nation Our technologists and operations consultants stay abreast of current offerings and changes within the community, and we share this knowledge and insight with our clients.



MCP has identified the key team members from our staff that we plan to assign to this important project. Each of these team members brings a unique skill set and depth of experience in RMS, but additional resources and subject matter experts are available as we are a full service firm focused on all aspects of public safety in and around the 911 center.

Additionally, the MCP Team includes **more than 85 subject matter experts** across all disciplines involved in this project. The MCP Team is unmatched in the industry, and can call on resources throughout the company to ensure that the schedule is met or exceeded and that no single resource is over-tasked. Unlike other competitors that have experienced retraction and frequent loss of staff, Mission Critical Partners is a growing firm and has sustained consistent staffing resources

RESUMES

Resumes highlighting the qualifications of the Mission Critical Partners team can be found on the following pages.



Leonard F. Kowalski, MBA, PMP Senior Program Manager

Len brings more than 30 years of engineering, operations, automated systems/IT and project management experience to the team. Len has led government and commercial projects specializing in the application of information technology to business and public safety operations. He managed operations and technical delivery for a business unit start-up including growth to a 150 person staff. His background includes an MBA from Carnegie Mellon University, building on a Civil Engineering bachelor's degree and rounded out with certification as a Project Management Professional (PMP.)

Len's professional experience began with five years of civil engineering analytical and field construction work in the nuclear utility market. Obtaining an MBA, he focused on operations and project management, particularly of data and automated systems. For the last 25+ years he has committed to public safety and emergency preparedness. Len developed a data management system to track airfield safety inspections at major airports (e.g., SFO, JFK, EWR and LGA). His operations background was applied in developing plans and programs for nuclear utility emergency response and the Chemical Stockpile Emergency Preparedness Program (CSEPP). Len oversaw operations of a company division's growth from 3 to a 150 person staff. He continued to address data and applications implementation for CAD and records management. He managed a wireless wide-area network (WWAN) implementation connecting six counties in North Central Pennsylvania and integrated that network into the statewide public safety radio network. He led a federal services group guiding the implementation of regional WANs as well as support for National Guard Bureau integrated communications for its Homeland Defense/Civil Support mission.

Professional Experience

- Charleston County SC enterprise Public Safety Systems requirements definition and procurement support, including Jail Management (JMS), Records Management (RMS), Field-Based Reporting (FBR) and Computer Aided Dispatch (CAD) systems
- Program Management for Emergency Communications support of the CSEPP project for the Army and FEMA
- Union County NJ 9-1-1 PSAP consolidation assessment, planning and implementation including Customer Premise Equipment (CPE) and radio console procurement
- Facility programming for new Pennsylvania Emergency Management Agency (PEMA) headquarters and EOC
- Washington Metro Area Transit Auth. (WMATA) Police Communications Center facility design and transition planning
- PA Region 13 Terrorism Task Force Fusion Center ConOps Planning
- PA Region 13 Communications Planning and Hazard Vulnerability Assessment
- Erie County, PA CAD implementation and mobile data deployment analysis and project management
- · Forensic analysis of services and technology infrastructure for mission critical systems
- Intelligent Transportation Systems planning and integration
- 9-1-1 systems and facilities consulting and integration
- 9-1-1 systems consulting and integration management for radio and public safety data management services
- Computer Aided Dispatch (CAD) / Records Management System (RMS) requirements definition, procurement and implementation, including projects in Pennsylvania, Tennessee, New York, Florida, and North and South Carolina.
- Transportation study of rock fuel delivery methods risk analysis and recommendations

Education

BS, University of Pittsburgh at Johnstown, 1978, Civil Engineering Technology MBA, Carnegie Mellon University, 1985, Industrial Administration / Operations

Certifications

• PMP, Project Management Professional

Affiliations

- National Emergency Number Association (NENA)
- Association of Public-Safety Communications Officials International (APCO)
- Project Management Institute (PMI)



David F. Jones, ENP Senior Vice President and Principal

David is a Senior Vice President with Mission Critical Partners, Inc. and is based in the Dallas/Fort Worth area. David provides executive-level consultative services and expertise on matters related to Next Generation 9-1-1, government affairs, public policy, and legislation. He is an internationally known subject matter expert on 9-1-1, Next Generation 9-1-1 (NG9-1-1), and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in India, Brazil and Iceland. While serving as president of the National Emergency Number Association (NENA), he testified before the United States Senate Commerce Committee on issues pertaining to Enhanced 9-1-1 (E9-1-1) and next generation telecommunications networks. David was among the first in the nation to be certified as an Emergency Number Professional (ENP) and has more than 30 years of experience in the public sector having administered, directed, managed, and operated emergency service agencies and 9-1-1 departments.

Professional Experience

Executive-level consultative services and program management experience with the following clients:

- Texas Commission on State Emergency Communications (CSEC)—Emergency Services IP Network (ESInet) facilitation and plan
- East Central Texas Council of Governments—Regional feasibility study
- State of Arizona—9-1-1 managed services technology review
- North Central Texas Council of Governments (NCTCOG), Texas—9-1-1 master planning, geographic information system (GIS) assessment, NG9-1-1 implementation, public safety answering point (PSAP) feasibility study, 9-1-1 database management, project management support
- Lubbock Emergency Communication District, Texas—9-1-1 consulting
- Calhoun County/Talladega County, Alabama—Radio system governance and related legislation
- State of Colorado 9-1-1 Resource Center—NG9-1-1 system review
- State of Minnesota, Department of Public Safety, Emergency Communications Networks—Statewide 9-1-1 implementation, public safety technology support, procurement support
- DuPage Public Safety Communications (DU-COMM), Suburban Chicago—PSAP operations
- Terrell, Texas—Radio assessment
- Tarrant County 9-1-1 District, Texas—Customer premise equipment (CPE), equipment review and implementation, Regional Interoperability Communications Committee (RICC) Study
- Charleston County Government, South Carolina—Public safety system review, ESInet
- Shelby County 9-1-1 District, Tennessee
 - Memphis Police Department—Computer-aided dispatch (CAD) consulting, automatic vehicle location (AVL) procurement assistance, radio procurement
- Tennessee Emergency Communications Board—Technology consulting
- State of Nebraska Public Safety Commission—NG9-1-1 study, professional general consulting
- Houston Galveston Area Council of Government (HGAC)—NG9-1-1 assessment

Education

Bachelor of Arts - Political Science, Wichita State University

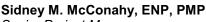
Certifications and Affiliations

- Emergency Number Professional (ENP)
- National Emergency Number Association (NENA)
 - President, 2005–2006
 - NENA Executive Board 2001–2007
 - Association of Public-Safety Communications Officials (APCO)
- iCERT Policy Committee

Awards

"Order of the Palmetto" award presented by the Governor of South Carolina, in October 2005,

- The highest civilian award in the State, presented for "...efforts to improve emergency services and communications in the community of Spartanburg and throughout the state of South Carolina"



Senior Project Manager

Sid is a Senior Project Manager with Mission Critical Partners, Inc. He has been actively involved with emergency services for the past 25 years. While in Mifflin County, Pennsylvania, he was instrumental in creating a partialpaid EMS service from a total volunteer service, which continues to set a standard for pre-hospital care. He established a centralized countywide 9-1-1 communication center from four individual centers, as well as establishing a common countywide radio system for interoperability capabilities. Sid led the County into the age of computer-aided dispatch, which involved the readdress of the county from a rural address system to an assigned street address system; served as the County Deputy EMA Coordinator and Acting Coordinator; and helped in the pro-active consolidation of two fire companies into one organization to achieve operational efficiency.

Professional Experience

- Pennsylvania Emergency Management Agency (PEMA) State EOC programming, planning, system integration, procurement and implementation
- Cumberland County Pennsylvania Project Manager for migration planning, commissioning of systems and operations for new Countywide PSAP and EOC, transition planning
- Mifflin County, Pennsylvania Solicit, review and implementation of a CAD System
- Perry County, Pennsylvania Project Manager supporting, implementation of a CAD System, wireline/wireless plan submission assistance; procurement and implementation support and general consulting
- Fulton County, Pennsylvania Project Manager, supporting implementation of a CAD System facility assessment, procurement and implementation assistance; general consulting
- Morris County, New Jersey Engineering design services for countywide public safety complex (telecommunications/security/technology and facility integration)
- Bedford County, Pennsylvania Facility transition, procurement and implementation support, consulting
- State of Maine Statewide review of protocol use/effectiveness of quality assurance, certification systems
- Armstrong County, Pennsylvania Feasibility study planning services
- State of Pennsylvania Wireless PSAP assessment, regional 9-1-1 deployment manager, statewide technical audit
- Franklin County, Pennsylvania Wireline/wireless plan submission assistance; 400 MHz trunked radio system implementation
- State of Maryland & State of Missouri Next Generation PSAP assessment
- Adams County, Pennsylvania Project Manager, 800 MHz trunked radio system development, procurement and implementation
- Crawford County, Pennsylvania PSAP assessment, facility evaluations for future PSAP
- Bradford County, Pennsylvania EMA/9-1-1 Executive Director hiring assistance
- Juniata County, Pennsylvania General consulting; site-specific wireless accuracy testing services, design and procurement support; project management and implementation support
- Union County, Pennsylvania General consulting
- Wayne County, Pennsylvania 9-1-1 network assessment and recommendations

Education

Mifflin-Juniata Vocational School, Lewistown, Pennsylvania, Electronics Associate, Harrisburg Area Community College, Harrisburg, Pennsylvania, 1999, Paramedic

Certifications

- Emergency Number Professional (ENP)
- FEMA Emergency Program Manager
- Certified Firefighter I Commonwealth of PA
- Project Management Professional (PMP)
- FEMA ICS 100, 700, 800

Affiliations

- National Emergency Number Association (NENA) Associated Public Safety Communications Officials
- (APCO)
- Keystone Emergency Management Association (KEMA)
- Member, NENA-ENP Study Group

Awards

- 1996 PA State Jaycees Outstanding Firefighter
- 1996 Mifflin County Jaycees Outstanding Firefighter
- 1990 Fame Fire Company Earl J. McMillian Award
- 1989 Fame Fire Company John C. Snyder Award



Richard P. Gaston, CEM Project Manager

Richard is a Project Manager for Mission Critical Partners. He offers over 25 years of practical public safety experience spanning law enforcement, fire protection, emergency medical services, emergency management, and business continuity management. Richard has managed public safety agencies at the county and municipal level including serving as the Chief Fire Marshal for Travis County (Austin) TX. He was directly involved in supporting the mass-care operations in Houston in response to Hurricane Katrina. He also participated in directing the evacuation of the Houston region in response to Hurricane Rita. He has managed significant client projects involving security and vulnerability assessments, emergency planning, training, and exercise programs. Richard has maintained accreditation as a Certified Emergency Manager (CEM) through the International Association of Emergency Managers since 1994.

Project Experience

- US Coast Guard, Sector Delaware Bay; Business Continuity Specialist Coordinated the development of the Strategic Risk Management Plan (SRMP), that identified risks, gaps, vulnerabilities, and inter-dependencies between the public and private sector maritime organizations
- US Coast Guard, Sectors Lake Michigan and Lower Mississippi River; Business Continuity Specialist Led the development of the Trade Resumption and Resiliency Plan (TRRP) that defined the roles, responsibilities, and interdependencies necessary to maintain essential port operations and to recover from terrorist attacks or natural disasters
- U. S. Health and Human Services, National Institutes of Health (NIH) Threat and Risk Assessment Team Served on the team responsible for the assessing security systems, policies and procedures of the National Emerging Infectious Disease laboratory in Boston, MA
- NIH Transportation Vulnerability Assessment Team Served as a member of the team responsible for assessing the risks associated with the transportation of laboratory personnel from Fort Detrick, MD potentially exposed to infectious agents
- Harris County, Texas, Emergency Operations Plan; Project Manager Managed the revision of the county Emergency Operations Plan to address deficiencies identified during the region's response to Hurricane Katrina evacuee sheltering and Hurricane Rita evacuation efforts
- Harris County, Texas, Urban Area Security Initiative (UASI) Regional Response Plan; Project Manager Managed the project team responsible for designing and drafting a regional emergency response and resource coordination plan for Houston UASI jurisdictions
- Portland, Oregon UASI Regional Response Plan; Project Manager Managed the project team responsible for designing and drafting a regional emergency response and resource coordination plan for Portland UASI jurisdictions
- Houston Ship Channel Security Assessment; Project Manager Directed the team responsible for conducting security and vulnerability assessments of the 35-mile ship channel to identify security gaps and deficiencies
- State of New York Department of Health; Project Manager Directed the design, delivery, and assessment of the state-wide Strategic National Stockpile planning, training, and exercise program
- State of Oregon Department of Health and Human Services; Project Manager Directed the design and delivery of the state's Strategic National Stockpile (SNS) training and exercise program
- State of Alabama Department of Public Health; Project Manager Directed the design and delivery of the state's SNS training and exercise program
- State of New Mexico Department of Agriculture; Project Manager and Exercise Director Directed the design
 and delivery of multi-day full-scale exercise program that involved over 110 participants from federal, state
 and local agencies

Education

B.S., Emergency Administration and Planning, University of North Texas, 1992

Certifications

- Certified Emergency Manager (CEM)
- Certified Functional Continuity Professional (CFCP)
- Master Peace Officer and Law Enforcement
 Instructor
- Emergency Medical Technician, EMS Instructor
- Hazardous Materials Technician
- National Incident Management System (NIMS)
 Instructor
- Firefighter, Fire Service Instructor, Fire Investigator



Maura R. Hickey, ENP Project Manager

Maura is a Project Manager with Mission Critical Partners, Inc. With over 20 years in the Public Safety Communications field, she brings extensive experience in facilitating successful project/team implementation techniques. As a former PSAP Manager and Project Manager, Maura has a proven ability in project analysis, project coordination and project implementation.

Professional Experience

- State of Nebraska Statewide Emergency Telephone Communications Infrastructure Assessment
- Shelby County, TN 9-1-1 District
 - Memphis Police Department CAD RFP development
 - Shelby County Sheriff and Shelby County Fire CAD RFP development
 - Memphis Police Department CAD upgrade implementation
 - Shelby County Sheriff and Shelby County fire CAD implementation
- North Central Texas Council of Governments (NCTCOG)
 - Managed implementation of various NG911 projects. Noted for the successful implementation of NCTCOG geo-diverse multi-node system consisting of 140 positions with advanced data and call handling applications
 - Feasibility study of a regional backup PSAP facility
 - NCTCOG COOP Table Top Exercise Evaluator
- Memphis Police Department Law Enforcement Event Video Documentation System
 - Memphis Police Department LEEVD RFP Development
- DuPage ETSB Consolidation Study
- Consolidation Study Assessment and Recommendations
- State of Tennessee Emergency Communications Board
- Training and Career Path Assessment and Recommendations
- Hays County Collocation Assistance
 - Development of Implementation Plans for countywide 911 center collocation

Related Experience

- Montreal, Quebec Project Manager
 - Managed the successful delivery of project requirements per RFP/contracts
 - Negotiated contract requirements versus customer objectives
- DeSoto, Texas Southwest Regional Communications Center, Communications Manager
 - Managed state-of-the-art PSAP consisting of 27 direct report employees
 - CAD/RMS/MDT system administrator
 - Managed the training program, scheduling, mentoring and developing of supervisors
- City of Arlington, Texas Communications Supervisor Training Coordinator
 - Managed the Public Safety Basic Academy which trained new 9-1-1 operators/dispatchers
 - Functioned as liaison to PD/Fire/EMS departments on operations, procedures and policies

Specialized Training and Experience

- Computer Aided Dispatch (CAD) Administrator
- Project Management Fundamentals
- Record Management System (RMS) Administrator
- Radio System Administration
- PSAP Management

Education

B.S., School of Architecture, University of Texas-Arlington

Certifications

- National Emergency Number Association (NENA)
- Emergency Number Professional (ENP)
- Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE)
 - Basic Instructor; Advanced Telecommunicator



Marc E. Berryman, ENP Senior Project Manager

Marc is a Senior Project Manager for Mission Critical Partners, Inc. He is a widely recognized expert in the development, utilization and application of GIS and relational database systems into 9-1-1 and public safety systems. He has served as a GIS consultant for over 20 years and has been involved in management and coordination of projects ranging from regional mapping and data sharing, wireless Phase II implementation to maintaining the GIS data for the Greater Harris County 9-1-1 Emergency Network and the Houston Emergency Center's CAD systems in Texas. Marc possesses the ability to communicate with both management and technical staff enabling successful partnerships with local, regional, and national agencies.

Professional Experience

- Texas Commission on State Emergency Communications (CSEC), Austin, TX Facilitation, plan development and implementation of state-level ESInet and NG9-1-1 services
- Houston Galveston Area Council of Government's (HGAC), Houston, TX NG9-1-1 assessment, GIS strategic planning, performance metrics and objectives including SOP development
- North Central Texas Council of Governments (NCTCOG), Arlington, TX Master Planning, GIS Assessment, NG9-1-1 implementation, 9-1-1 database management, project management support, public safety data development, processes, procedures, SOPs and best practices
- Central Texas Council of Governments (CTCOG), Belton, TX 9-1-1 and NG9-1-1 Regional Governance, metrics and SOP development for improving database data quality, integrity and measuring success
- State of Minnesota, Department of Public Safety, Emergency Communications Networks, Minneapolis, MN Statewide 9-1-1 implementation, Public Safety technology support, GIS statewide database development
- Virginia Information Technology Agency (VITA) NG9-1-1 planning and support
- DuPage Public Safety Communications (DU-COMM), Chicago PSAP operations support
- Pennsylvania Emergency Management Agency (PEMA) Statewide NG9-1-1 strategy
- State of Kansas 9-1-1 Coordinating Council NG9-1-1 Pilot Project Strategy, Strategic Plan and Statewide GIS Standards development
- Brazos Valley Council of Governments (BVCOG), TX 9-1-1 data strategic planning
- Heart of Texas Council of Governments (HOTCOG), TX Governance, metrics and SOP development for database data quality, integrity and assurance and recommended best practices
- Jefferson County Emergency Communications Association (JCECA), CO Regionalization and resource sharing study of participating public safety entities to streamline cost and improve levels of service

Project Experience

- Houston, Texas Greater Harris County 911 Emergency Communication District; GIS Manager/GIS Engineer
 - Integrated Houston Police and Fire departments' CAD systems into one integrated CAD system
 - Led Texas Statewide 9-1-1 Geodatabase schema development
- City of Houston, Texas Developed and implemented migration of CAD data into enterprise-wide GIS system
 - Texas Dept. of Information Resources (DIR), Texas State GIS Coordinator
 - Led Texas Statewide Geographic Information Systems Implementation Plan
 - Led proof of concept for sharing local, regional, state and federal information and data
 - Led development of the Wetlands Resources Database project

Education

M.S., Geographic Information Systems, Texas State University

B.S., Geology, Eastern Kentucky University

Certifications

Emergency Number Professional (ENP)

Affiliations

 NENA Strategic Advisor, Development Steering Committee; NENA Leadership Committee; NENA Certified Instructor
 Chair – GIS Data Model for NG9-1-1 Working Group

Publications

• "NENA Addressing Systems: A Training Guide for 9-1-1," Arlington, VA NENA



Robert Horne, ENP

Communications Consultant

As a Communications Consultant with Mission Critical Partners, Inc., Robert brings more than 20 years of program management experience in Geospatial Information Systems (GIS) with a focus on public safety, law enforcement and intelligence. He led and managed multi-million dollar implementations of GIS technology at the federal, state and local level; and is familiar with the process of integrating these systems and data into emergency operations centers, fire and police command centers and fusion centers.

Professional Experience

- Responsible for performing strategic consulting tasks for local government clients, including information gathering, needs analysis, applications definition, implementation planning, data modeling and business process reengineering / standard operating procedures development
- Perform project/program management and apply extensive knowledge of quality assurance, ESRI, Microsoft, AutoDesk, and imaging software products, database design and development, and system architecture
- Supervised multiple teams of GIS analysts and interns using ESRI software
- Responsible for hardware, software and services budget including procurement and contract development and review
- Responsible for creating and maintaining GIS programs in Florida, Tennessee and Washington, DC
- · Served as network administrator and systems administrator for two mid-sized local governments

Project Experience

- State of Missouri National public safety broadband network planning activities
- State of Michigan National public safety broadband network planning activities
- State of Arizona National public safety broadband network planning activities
- State of New Hampshire National public safety broadband network planning activities
- Washington, DC Washington Regional Threat Analysis Center (WRTAC)
- Created and managed first ever geospatial intelligence program in DC
- Provided FOUO and Classified analysis of law enforcement, health and homeland security data
- Washington, DC Homeland Security and Emergency Management Agency (HSEMA)
- Developed GIS for EMA program in 2002 and managed team of 18 analysts through 2014
- National Capital Region (NCR) Urban Area Security Initiative (UASI) Council of Governments (COG)
- Developed and managed the NCR Geospatial Data Exchange (GDX) for real time emergency geospatial data sharing across the region
- Franklin, TN Intelligent Traffic Management Center
- Developed planning data and design specs for bus rapid transit system
- · Eastern United States GIS needs analysis and implementation planning
- Pennsylvania Emergency Management Agency (PEMA)
- North Central Texas Council of Governments (NCTCOG)
- Virginia Information Technologies Agency (VITA)
- New York City Parks and Planning GIS
- City of Raleigh, NC
- Stafford County, VA
- Washington, DC DDOT, HSEMA, Fusion Center
- Horry County, SC
- Franklin, TN
- Ocoee, FL

Education

Bachelor of Science, Computer Science, Business Information Systems, Columbia Southern University

Certifications

- FEMA Emergency Management Institute Certified Emergency Operations Center Manager
- Disaster Recovery Operations (G385) "Train the Trainer" Certification, State of Florida



Robert J. Scott, PMP Project Manager

Bob is a Project Manager with Mission Critical Partners, Inc. (MCP). He brings over 30 years of emergency communications experience to MCP. Having served Pennsylvania State Police (PSP) for 26 years, he had the opportunity to serve as a project manager for many large public safety technology projects and was privileged to leverage that experience into a successful career as a public safety consultant/project manager. For nearly 5 years in the private sector, Bob has led and been a senior technical resource on a large number of public safety projects including public safety radio systems, computer aided dispatch (CAD)/mobile data and records management systems, as well as PSAP consolidation initiatives.

Professional Experience

- Adams County PA 800 MHz Public Safety Radio System
 - Negotiated three separate contracts with Motorola, Alcatel-Lucent and JG Contracting
 - Served as project manager in oversight and acquisition of 19 co-locate and raw land tower sites
 - Developed countywide training and rollout plan
 - Conducted radio coverage testing and participated in system go-live in October 2015
- Tri-Com Central Dispatch, St. Charles, IL CAD/Mobile Data Procurement
 - Served as project manager and conducted a comprehensive CAD/Mobile Data systems assessment
 - Prepared a detailed request for proposal (RFP) identifying client's system and operational requirements
 - Conducted rigorous evaluation leading to vendor selection
 - Served as chief negotiator on behalf of client throughout contract negotiations
- Ontario County NY 700 MHz Public Safety Radio System
 - Served as project manager in deployment of radio interoperability layer augmenting 700 MHz system
 - Managed acquisition of two new radio sites to extend coverage into the City of Geneva
 - Oversight of frequency licensing and data gathering for grant documentation
- Pennsylvania State Police Records Management, Computer Aided Dispatch/Mobile Data Systems Project
 - Served as project manager for PSP's RMS/CAD/Mobile Data System Project
 - Prepared comprehensive set of functional requirements and developed RFP for publication
 - Managed a rigorous vendor evaluation which led to vendor selection
- City of Chicago CAD/Mobile Data System Assessment and RFP Development
 - Working with the prime contractor, conducted a comprehensive assessment of Chicago's CAD environment, dispatch operations and mobile computer environment
 - Authored RFP outline and wrote significant portion of RFP content
 - Authored associated project documents providing guidance on the City's Professional Services Agreement, as well as a mobile hardware procurement and deployment strategy
- State of Ohio Statewide E911 PSAP Consolidation Assessment
 - ^o Served as lead technical writer for E911 PSAP Consolidation Assessment Report
 - Conducted numerous PSAP site visits interviewing PSAP directors and dispatch staff
 - Conducted stakeholder presentations at town hall meetings throughout Ohio
- State of Connecticut Statewide PSAP Consolidation Feasibility Study
 - Served as lead technical writer for PSAP Consolidation Feasibility Study
 - Conduct PSAP site visits throughout Connecticut interviewing PSAP directors and dispatch staff
 - Presented final report and PowerPoint presentation to statewide audience of 250 stakeholders
- Lancaster County SC PSAP Consolidation/Staffing Analysis and CAD/Mobile Data System Procurement
 - Conducted assessment of consolidation of emergency dispatching within Lancaster County and prepared a staffing analysis for new consolidated center
 - Directed functional requirements gathering and authored CAD/Mobile Data RFP for publication
 - Completed comprehensive vendor evaluation and selection
 - Served as chief contractor negotiator on behalf of Lancaster County

Education/Training

Pennsylvania State Police Academy, 1985 BS, Criminal Justice – University of Scranton, 1983

Certifications

Project Management Professional Certification, 2011



Robert H. Sterner, Jr. Vice President of Business Development

Rob is Vice President of Business Development with Mission Critical Partners, Inc. As a former County Director, Rob provides executive level consulting services involving upgrades to a multi-million dollar public safety communications infrastructure projects, grant identification and writing, contract management, and analyzing Federal and State legislation and policies that impact public safety. He has researched and developed new public safety and communication's technology services to assist clients in state and county government markets. Rob is a proven communicator who maintains direct contact with public safety clients to resolve project issues. Rob has also served as a key staff member in the U.S. House of Representatives and Pennsylvania Senate.

Relevant Project Experience

- Provided oversight of client satisfaction of deliverables and service for complex public safety projects
 - ESInet Project (10 counties and cities) Northeastern Pennsylvania
 - o Customer premises equipment (CPE) replacements Blair and York counties, PA
 - Land Mobile Radio (LMR) Projects
 - Adams County, PA
 - Armstrong County, PA
 - Berks County, PA
 - Bucks County, PA
 - Indiana County, PA
 - Schuylkill County, PA
 - Union County, PA
- York County, PA

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- Project/Fiscal Services Manager
 - Served as Deputy County Administrator
 - Provided oversight of County budget process
 - Project management of all capital projects
 - Oversight of grant coordination, purchasing and the Center for Traffic Safety
- Director, Emergency Services Center Project
 - Directed Comprehensive upgrade of the County's Public Safety Communications infrastructure (New Emergency Services Center Facility,24 site P25-LMR, CPE, Computer Aided Dispatch)
 - Served as Liaison between the County and municipal governments for public safety

Professional Experience

- Pennsylvania DCED, Governor's Center for Local Government Services
 - Local Government Policy Specialist
- Pennsylvania Department of Labor and Industry
 - Executive Assistant for Safety and Labor Management Relations
 - o Division Chief, Bureau of PENNSAFE
- U.S. House of Representatives, Committee on Education and the Workforce
 Oversight/Professional Staff
- Senate of Pennsylvania
 - Legislative Assistant
- United States Army Reserve
 - Nuclear Biological and Chemical Warfare Non-Commissioned Officer

Education

Bachelor of the Arts, Government/Public Administration Concentration, York College of Pennsylvania

Affiliations

- National Emergency Number Association (NENA)
- Association of Public-Safety Communications Officials (APCO)

Andrew T. Mesaros, ENP, CM

Technology Specialist

As a Technology Specialist with Mission Critical Partners, Inc., Andrew brings more than 25 years of Information Technology experience focused on Public Safety client needs in Computer Aided Dispatch (CAD) application and system specification, procurement document development, procurement, and implementation oversight of mission critical computer based systems and networks.

Professional Experience

- Technical Specialist for City, County and State emergency call centers in the documentation, procurement and implementation of computer based emergency vehicle dispatching, 9-1-1 telephone, voice recording and radio systems
- Managed clients ranging from single position to a multi-site statewide telephone network
- Developed Request for Proposals
- · Conducted business needs assessments generating agency specific system specifications
- Managed system procurement and implementation
- Cost analysis
- Contract negotiation and management
- Vendor oversight
- Documentation and report writing

Related Experience

- Shelby County, TN 911 District CAD RFP development, procurement, support and implementation oversight for Memphis Police Department, Shelby County Sheriff and Shelby County Fire Departments
- City of Memphis, TN Police Department Body Worn Camera, In-Car Video and AVL solution RFP development and procurement support
- County of Charleston, SC Procurement support in finalizing RFP for Public Safety Systems
- Nash County, NC Center Functionality Assessment
- Rockingham County, NC RMS Consolidation oversight
- City of Columbus, OH Information Technology Account Manager, Department of Technology
 - Managed the technology requirements and performed technology related purchasing
 - Supervised technical staff supporting IT needs for the Department of Public Safety
 - Responsible for budget development and purchasing approval
 - Developed and maintained Service Level Agreements and Statements of Work
 - Client relationship and project management
- City of Columbus, OH Information System Manager, Department of Public Safety
 - Provided operation and support for E9-1-1 call taking and emergency vehicle dispatching application, workstations, servers and peripherals for the Police and Fire Communications Center
 - Responsible for CAD system application and hardware implementation, support and maintenance
 - Developed, installed and maintained a UNIX/Oracle based LAN Data Warehouse
 - Responsible for project management, technical team supervision and report writing

Education

University of Pittsburgh, PA

- M.S. Telecommunications
- B.S. Computer Science
- B.S. Biophysics and Microbiology

Certifications

- Emergency Number Professional (ENP)
- Certified Manager (CM)

Affiliations

- National Emergency Number Association (NENA)
- Institute of Certified Professional Managers (ICPM)
- Highland Volunteer Fire Department Pro-board certified Firefighter and Association Secretary



Richard B. Harrison, ENP

Technology Specialist

As a Technology Specialist with Mission Critical Partners, Inc., Richard brings more than 35 years of telecommunications experience in the public safety sector. His accomplishments include managing projects such as a computer-aided dispatch (CAD) system development that resulted in a national product, initiating a text-to-911 program, and implementation of a Project 25 (P25) radio project.

Professional Experience

- Pennsylvania Emergency Management Agency (PEMA) Supported data gathering and reporting for statewide PSAP Assessment
- Lancaster County-Wide Communications, Lancaster, Pennsylvania
 - Served as Operations Manager; Primary Supervisor; Assistant Supervisor; Dispatcher Police, Fire and EMS
 - o Oversaw all PSAP radio room supervisory staff including hiring and termination
 - Managed PSAP daily operations and development of policy and procedure
 - Planned and oversaw public safety answering point (PSAP) move to another location
 - Knowledgeable with Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA) and Human Resources (HR) procedures
 - o Oversaw the public relations/education division and filled in when necessary at events
 - Developed Field Communications vehicle and subsequent policies for response
 - Assisted in the development of three different CAD systems
 - Assisted in the delivery of a texting program to 9-1-1 through Crime Stoppers initiated prior to text-to-9-1-1 being implemented
 - Handled complete renovation of a main 9-1-1 center including procuring furniture and designing the room layout to best fit the needs of staff
 - Fulfilled numerous speaking engagements at Township Commissioner and Borough Council meetings with emphasis on educating attendees on emergency service/ 9-1-1 issues
 - Assisted with the rebuild of a back-up center which is a complete functional center
 - Worked extensively on a P25 radio project from development of infrastructure to subscriber equipment to code plug development

Awards/Accomplishments

- Emergency Number Professional (ENP)
- Certified Pennsylvania 9-1-1 Supervisor
- Emergency Health Services Federation Star of Life Award

Education

York College, Pennsylvania, Criminal Justice studies, Numerous supervision, management and dispatch training courses

Affiliations

- Association of Public Safety Communications Officials (APCO) Member
- National Emergency Number Association (NENA) Member
- South Central Task Force Communications Sub-Committee Member

Emergency Management Certification

Eden Fire Company Life Membership

- NAEMD member advanced certification
- Board Member Lancaster County Fire Chiefs Present Treasurer
- Lancaster City/County Crime Stoppers



1. Performance on prior projects (please provide project description along with project cost, completion date, names of proposed team members involved in the project, name of the client, contact person, phone number for contact person)

Examples of Mission Critical Partner's prior project performance can be found on the following pages.

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CLIENT:	City of Highland Village, Texas	
SERVICES PROVIDED:	Radio, Technology, and Facility Assessment	
PROJECT COST:	\$150,085	
TEAM MEMBERS:	David Jones Maura Hickey Richard Gaston	city of Highland Village
PROJECT DATES:	March 2015 to Present	
CLIENT CONTACT:	Michael Leavitt, City Manager 972-899-5131 mleavitt@highlandvillage.org	

CHALLENGE: The City of Highland Village (City) contracts with a neighboring municipality for the provision of radio services on an 800 MHz trunked system. Highland Village police and fire personnel experienced numerous issues related to system coverage within the City, which included a computer aided dispatch (CAD) system nearing end of life and a public safety communication center in need of a refresh to include replacement and expansion of console workstations and security enhancements.

SOLUTION: Mission Critical Partners, Inc. (MCP) was retained to conduct a complete assessment of the public safety communications system, beginning with a study to identify the radio system user needs and requirements. The process included conducting user interviews to obtain input on gaps and deficiencies and an assessment of coverage offered by existing systems and a conceptual City system. In addition, MCP worked with City staff to define the needs for a replacement CAD system and upgraded public safety communications Center.

KEY RESULT: MCP produced a report that included five options to improve radio coverage within the City. City public safety officials elected to build a new municipal 800 MHz radio system that would be linked to the Denton County Motorola core. MCP is supporting the implementation of a new 800 MHz radio system, acquisition and implementation of a new CAD system, and the replacement of console workstations and security enhancements to harden the communications center. The process included obtaining four 700 MHz frequencies through the FCC; working to define the technical requirements and cost associated with the implementation of a six channel 800 MHz Phase 2 ASR site.

MCP worked closely with City staff to define the needs of a new CAD system that yielded a list of over 1,600 CAD technical requirements. MCP is working with the selected CAD vendor to assure that the proposed system meets or exceeds the City's requirements. Contract award is anticipated to occur in December of 2015. Implementation should take approximately seven months and be completed by August 2016.

MCP conducted an assessment of the public safety communications center that is located within and managed by the Police Department. MCP is supporting the reconfiguration of the communication center that includes the replacement of dispatch console furniture, the expansion of operator positions, and physical security enhancements.

CLIENT:	Tarrant County 9-1-1 Emergency Assistance District, Texas	
SERVICES PROVIDED:	9-1-1 Customer Premises Equipment Procurement and Consulting	WHEN S
PROJECT COST:	\$1,329,606.75	
PROJECT DATES:	June 2012 to Present	
TEAM MEMBERS:	Maura Hickey David Jones	
CLIENT CONTACT:	Greg Petrey, Executive Director 817-820-1188 GPetrey@tc911.org	



CHALLENGE: The 9-1-1 District of Tarrant County (District) planned migration to new 9-1-1 Customer Premise Equipment (CPE) that will meet today's need, migrate to next generation network methodologies and leverage state-of-the-art technology to achieve cost effective deployment, maximum sustainability and improved functionality for each PSAP in District. The implementation period was estimated to be two to three years. In order to accomplish this, the District was in need of a qualified firm to oversee the qualifications, acquisition and contract negotiations of a vendor that will perform the service within budgetary timelines.

SOLUTION: The District retained Mission Critical Partners, Inc. (MCP) to develop a Request for Proposal (RFP) for the acquisition and contract negotiations for 9-1-1 Customer Premises Equipment and Services. MCP's support for the district included:

- Providing technical assistance in developing and drafting a RFP for the procurement of an optimal NG9-1-1 system including all required components.
- Conducting "Due Diligence" a fact finding through vendor meetings data gathering and assisted in developing a conceptual solution design to support the procurement requirements.
- Ensuring specifications included all legally mandated scopes of service, such as provisions for special needs populations.
- Providing management support during the bid solicitation. MCP will support the County in contract negotiations, ensure the proposed vendor solution meets the technical requirements of the RFP and act as a technical resource to the District.

KEY RESULT: MCP utilized the information gathered during Due Diligence to define all technical (CPE and network) requirements and develop a conceptual solution design to support the requirements for procurement.

The Tarrant County 9-1-1 District issued an RFP to solicit bids for the 9-1-1 Customer Premises Equipment and Services in September 2012. MCP worked closely with the District to review the bid responses and to select a qualified vendor.

CLIENT:	City of Dallas, Texas	
SERVICES PROVIDED:	Support of Next Generation 9-1-1 (NG9-1-1) System and Related Call-taking System Implementation	
PROJECT COST:	\$212,728	City of Dallas
PROJECT DATES:	March 2015 to Present	ony of Danas
TEAM MEMBERS:	Marc Berryman Maura Hickey Robert Horne David Jones	
CLIENT CONTACT:	Shawnda Brandon, 9-1-1 IT Manager Communication and Information Services Department 214-671-9513 shawnda.brandon@dallascityhall.com	

CHALLENGE: The City of Dallas (City) is the third-largest city in the state of Texas with a population exceeding 1.3 million, and is part of the Dallas-Fort Worth metropolitan area, which is the nation's fourth largest. The City desired to implement a Next Generation 9-1-1 (NG9-1-1) system as well as related call-handing technology. The City anticipates that implementation of the new NG9-1-1 system will enhance its handling of all 9-1-1 calls— wireless, wireline and voice over Internet Protocol (IP)—and enable the delivery of voice, text, video and images from emergency callers to its public safety answering point (PSAP).

SOLUTION: Mission Critical Partners, Inc. (MCP) was retained to support the City in this effort. MCP provided support in the following tasks:

- Planning of the proposed NG9-1-1 and call-taking systems
- Development of a request for competitive sealed proposal

KEY RESULT: To date, Mission Critical Partners has conducted an assessment of the City's 9-1-1 environment and has identified options and made recommendations regarding a new call-handling system (aka customer premises equipment), and performed an assessment of the City's call-taking and dispatching operations, which involved numerous interviews with personnel representing various stakeholder groups.

CLIENT:North Central Texas Council of GovernmentsSERVICES PROVIDED:Comprehensive Next Generation 9-1-1 ServicesPROJECT COST:\$1,732,205PROJECT DATES:August 2009 to PresentTEAM MEMBERS:Marc Berryman
Maura Hickey
David JonesCLIENT CONTACT:Christy Williams, ENP
9-1-1 Program Manager
817-695-9204

CHALLENGE: In August 2009, the 9-1-1 Program of the 16-county North Central Texas Council of Governments (NCTCOG) embarked on a long-term strategic initiative to plan, fund and manage NG9-1-1 services. During the initial phases, Mission Critical Partners, Inc. (MCP) worked closely with the team to provide thorough due diligence; a conceptual IP NG9-1-1 network design; and the development, distribution and evaluation of i3 Functionality and IP Network Facilities Request for Proposals.

cwilliams@nctcog.org

The Council is currently engaged in the third phase of the project. This phase is focused on improving network/Customer Premise Equipment redundancy, supporting state-level NG9-1-1 projects, strategic planning and implementing NG9-1-1 functionality to serve NCTCOG's jurisdiction.

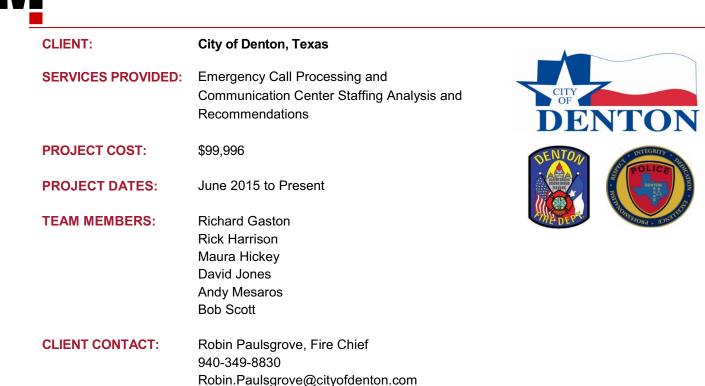
Wise Denton Collin Hunt Wise Denton Collin Hunt Palo Pinto Parker Tarrant Dalkas Hood Johnson Ellis Erath Somwes Nervaro

"More than a consultant, I consider MCP my partner in public safety. I value the contribution they make to my team and appreciate the wide variety of experience that I get from their staff. MCP understands the needs and goals of my agency and they provide us with tools to help achieve excellence. They are making the transition to new technology and operations a bit easier to forge as we move into the Next Generation of 9-1-1." —*Christy Williams, 9-1-1 Program Manager*

SOLUTION: To help NCTCOG achieve Phase III objectives, MCP has again been retained by the Council and is working with them to:

- Develop and manage a multi-year strategic plan encompassing all 9-1-1 Program departments
- Document and manage the procurement and implementation of new 9-1-1 call handling equipment
- Create a transition plan to guide the efforts for implementation of NG9-1-1 i3 features and functionality
- Manage the implementation of i3 Features and Functions of NG9-1-1
- Establish and manage a regional consortium to implement NENA's Next Generation technology vision
- Identify opportunities to share costs and resources related to technical network projects

KEY RESULT: Since the project's inception, MCP managed the design and implementation of the local IP network, including all related procurement efforts; completed the initial regional consortium by-laws and management documents; and developed a process to guide on-going support of the multi-year 9-1-1 Program Master Plan to guide long-term efforts. The team continues to work closely with NCTCOG to help them meet additional project objectives in the transition to NG9-1-1.



CHALLENGE: As part of its ongoing efforts to improve the efficiency of managing emergency calls for law, fire and emergency medical services, the City of Denton (City) required and in-depth assessment of 911 Center operations, technologies and staffing.

SOLUTION: Mission Critical Partners Inc. (MCP) observed Public Safety Answering Point (PSAP) operations and reviewed relevant processes and procedures at the Denton Police Department's 911 Center. After conducting a series of user level and command staff stakeholder meetings, MCP provided strategic recommendations to:

- 1. Increase overall PSAP staffing levels, employee retention and minimum shift compliments.
- 2. Re-assign technical support and other non-mission critical tasks to qualified agency personnel outside the PSAP.
- 3. Repurpose the existing floor space while the City researches options for a new PSAP location
- 4. Prioritize PSAP management activities toward improving standard operating procedures, training, recruitment and quality assurance.

KEY RESULT: The project is being addressed in several phases. The City is working to update procedures, increase staff and review the existing governance and management structure of the PSAP. Mission Critical Partners continues to work with public safety officials on initiatives to acquire new technology and identify a suitable and sustainable location for emergency communications.

CLIENT:Hays County, TexasSERVICES PROVIDED:PSAP Collocation Assessment/
CAD ProcurementPROJECT COST:\$191,440PROJECT DATES:June 2010 to May 2015TEAM MEMBERS:Richard Gaston
Maura Hickey
David Jones
Andy MesarosCLIENT CONTACT:Commissioner Will Conley



CHALLENGE: Conduct a public safety answering point (PSAP) assessment for the collocation of four Hays County PSAPs: Hays County Sheriff's Office, San Marcos Police Department, Kyle Police Department and Texas State University Police Department.

512-847-3159

will.conley@co.hays.tx.us

SOLUTION: The first phase of the project presented the client with a business plan recommendation for a fully unified collocation. This recommendation addressed all of the points that the four PSAPs needed to consider in order to a make a final decision as to whether to move forward with the initiative.

"PSAP collocations are complex. Mission Critical Partners approached this project with the philosophy that all voices must be heard and all issues addressed. The collocation committee representing the Hays County stakeholders has worked hard to ensure that all issues have been identified and that collaborative solutions for moving forward have been nailed down."

> — David Jones, Program Manager, Mission Critical Partners

As a result of the decision to move forward, the second phase of the project called for MCP to conduct a programming study, which assessed the proposed facility's spatial and technology needs; a site assessment that helped determine whether to build a new facility or retrofit an existing one; and an analysis of the computer aided dispatch (CAD) capabilities of the four agencies and their future needs, to aid in the future migration to the sharing of a single CAD system. Finally, MCP provided cost analysis to help the agencies prepare for a bond referendum that will be held this fall.

KEY RESULT: MCP's initial feasibility study enabled the four PSAPs to justify moving forward with the collocation project. In the second phase of the project, MCP's analysis and insights enabled these entities to make critical decisions regarding how to integrate their emergency communications operations.

The anticipated result is a state-of-the art emergency communications facility that will result in increased service to their citizens, enhanced interoperability and data sharing, reduced costs (driven by the sharing of infrastructure), and better coordination between the agencies.

CLIENT:	Shelby County Emergency Communications District, Memphis, Tennessee	SUPPHIS POLICE
SERVICES PROVIDED:	Shelby County Emergency Communications District/Memphis Police Communications Staffing Analysis / Computer Aided Dispatch (CAD) System Procurements for the Memphis Police Department, Shelby County Sheriff and Fire Department	
PROJECT COST:	\$875,000	(in the second s
PROJECT DATES:	May 2012 to Present	SUISION OF
TEAM MEMBERS:	Marc Berryman Maura Hickey Andy Mesaros David Jones	The SERVICE
CLIENT CONTACT:	Raymond Chiozza, Executive Director 901-380-3900 rchiozza@shelbycounty911.org	of the solution

CHALLENGE: As part of its ongoing efforts to strengthen county-wide public safety services, the Shelby County Emergency Communications District (SCECD) plans to fund two CAD systems; one for the Memphis Police Department (PD) and one for the Shelby County Sheriff and Fire Departments. In addition to the CAD systems; SCECD realized the nuances of Shelby County 9-1-1 providing the delivery of calls to the Public Safety Answering Points (PSAPs) and the responsibility of answering those calls by the agencies charged with staffing the PSAPs.

SOLUTION: Mission Critical Partners, Inc. (MCP) is working with SCECD to coordinate the CAD procurement process. After conducting a series of user level and command staff stakeholder meetings to determine system needs, MCP will develop the technical requirements for the CAD Request for Proposal (RFPs). As its next step, MCP, in partnership with the government municipalities will develop and carry out strategies to:

- Identify potential respondents and ensure distribution of the RFPs
- Support the evaluation process, including the creation of scoring tools and other technical services
- Manage the interview process for finalists, including on-site visits for reference purposes
- Support the Scope of Work development and acceptance plan documentation for the selected CAD provider
- Develop the implementation plan to deploy the selected CAD systems

MCP is also providing a high-level review of the current PSAP operations and staffing needs of the Memphis Police Communications PSAP, specific to its mission and desire to provide high quality services to its citizens as well as the agencies served by the PSAP.

KEY RESULT: With the release of the RFPs, the CAD system procurement process continues to move forward. In addition, MCP will work with the municipalities to ensure the CAD provider carries out the contracts as specified. Additional PSAP consulting services are also being provided to the municipalities as needed.

MissionCriticalPartners

"When two of our major PSAPs in the county needed technical proposals for new CAD systems, we turned to MCP."

~ Raymond Chiozza, Director Shelby County Tennessee 9-1-1 District

CLIENT:	County of Charleston, South Carolina
SERVICES PROVIDED:	Executive Consulting, Procurement Support/ Request for Proposal Assistance for Public Safety Systems
PROJECT COST:	\$319,070
PROJECT DATES:	October 2012 to March 2015
TEAM MEMBERS:	Len Kowalski David Jones Andy Mesaros
CLIENT CONTACT:	Jim Lake, Director Charleston County Consolidated 9-1-1 Center 843-929-3700 jlake@charlestoncounty.org



"MCP gave us the objective analysis we needed to develop a clear and concise RFP for a very technical project. As a result, we expect fewer vendor questions and more proposed solutions that address our specific needs." —Lori Lambert, Project Officer Charleston County Consolidated 9-1-1 Center

CHALLENGE: The County of Charleston intends to release a Request for Proposal (RFP) for a comprehensive Public Safety System. The system, designed to provide the highest level of data interoperability between law enforcement agencies, is scheduled to include a Records Management System, Jail Management System, Civil Process, Internal Affairs, Field Based Reporting, and National Crime Information Center and Computer Aided Dispatch interfaces. The technical complexity of the project requires a logical and efficient RFP that clearly reflects the County's strategic goals. It must also provide a framework for the County to quickly and objectively evaluate a vendor's ability to meet the County's operational and functional targets.

SOLUTION: Mission Critical Partners (MCP) was retained to work with County representatives to finalize a solicitation document for the competitive procurement of public safety applications, hardware, training and support. MCP conducted a series of personal meetings with County stakeholders to identify key project objectives, confirm the required system functionalities, and gain a full understanding of the existing system. In addition, MCP reviewed all materials prepared to date, including the solicitation document, to ensure that documents clearly communicate the operational features and functionality of this complex project.

These and other tasks are designed to help the County re-format and re-organize its solicitation document so that it is more understandable to the vendor community. This will help streamline the procurement process, enhance system performance and achieve cost efficiency by increasing the likelihood that vendors will propose measurable solutions that can be objectively evaluated.

KEY RESULT: Mission Critical Partners worked in partnership with Charleston County and an RFP was released to the vendor community. Project milestones were established and completed on time and on budget.

-	CLIENT:	Wake County, North Carolina	
	SERVICES PROVIDED:	Computer Aided Dispatch (CAD) and Mobile Data Systems	*
	PROJECT COST:	\$336,094	
	PROJECT DATES:	January 2016 to Present	WAKE
	TEAM MEMBERS:	Sid McConahy Andy Mesaros Maura Hickey	COUNTY NORTH CAROLINA
	CLIENT CONTACT:	John Higgins, Deputy Chief Information Officer 919-664-5575 john.higgins@wakegov.com	

CHALLENGE: The Raleigh–Wake County Emergency Communications Center (RWECC) is the primary public safety answering point (PSAP) for the City of Raleigh and much of Wake County. The legacy system is a Motorola Premier CAD System that was initially installed in 2003 and vendor end of life support is scheduled for August 31, 2018. It is configured to be multi-PSAP, multi-agency, multi-jurisdictional serving a total of 44 agencies, comprised of:

- 10 law enforcement
- 19 fire
- 4 EMS functioning as one system
- 1 crime scene and investigations unit
- 7 public utilities agencies.

Additionally, there are four other state, city and county public safety support agencies that utilize the CAD system. The system supports approximately 250 full CAD workstations with terminals in 3 remote PSAP's. There are also many agencies that utilize the Premier Mobile Data client, with a current count of approximately 2000 users.

SOLUTION: Mission Critical Partners, Inc. (MCP) was retained to assist with the development of a Request for Proposal (RFP) for a CAD system that will meet the needs of the RWECC now and into the future. MCP will provide support in evaluating vendor's responses once the RFP is released and then assist with installation oversight of the selected CAD solution.

KEY RESULT: The project was kicked-off in February. MCP is currently holding stakeholder interviews to determine systems needs and assessing the current system. Based upon the assessment and stakeholder interviews, MCP will produce the technical specifications report which documents the methods, analysis, findings, and system specification recommendations. The specifications listed in this document will be used in the Technical Specification section of the RFP. This report will describe the methodologies used to develop the specifications, preliminary project and implementation schedules, acceptance testing strategies related to RWECC's CAD solution objectives.

CLIENT:	Northern Virginia Hospital Alliance Northern Virginia Emergency Response System	
SERVICES PROVIDED:	National Capital Region Computer Aided Dispatch-to-Computer Aided Dispatch (CAD2CAD) Strategic Plan	Juney Bestions
PROJECT COST:	\$118,317	
PROJECT DATES:	December 2015 to May 2016	Street A
TEAM MEMBERS:	Andy Mesaros Bob Scott Rob Sterner	
CLIENT CONTACT:	Kristin Nickerson, Acting Program Director Northern Virginia Emergency Response System 888-557-8073 ext. 214 Kristin.nickerson@nvers.org	

CHALLENGE: Real-time, effective interoperable data sharing is essential in the 9-1-1 and first responder communities. Dispatch agencies across the nation have worked to establish CAD2CAD interoperability, but most have not been as successful as the National Capital Region (NCR) effort. For nearly six years, Northern Virginia fire departments within the NCR have benefited from the NCR Computer Aided Dispatch-to-Computer Aided Dispatch (CAD2CAD) Data Exchange Hub (DEH), which is used to automate what was once a manual telephone process to coordinate effective mutual aid response.

In just a few years, the DEH has helped process more than 55,000 mutual aid fire incidents, decreasing first responder response time by nearly 90 seconds for every response, with a system uptime of nearly 99.8 percent. Usage of the DEH has become second nature for the 9-1-1 professionals in Fairfax and Arlington counties, the City of Alexandria, and the Metropolitan Washington Airports Authority (MWAA). Other local jurisdictions in the NCR have expressed significant interest in joining the NCR CAD2CAD effort, especially as new CAD systems are implemented. The complexity of the region, coupled with the need to formalize governance issues to enhance system effectiveness, revealed the need for a strategic plan that reviewed the existing CAD2CAD governance structure, technology, operations, funding, and policy issues.

SOLUTION: Mission Critical Partners (MCP) was retained to develop a strategic plan that could also serve as a roadmap for the NCR CAD2CAD program. Mission Critical Partners had recently concluded a study of the NCR for Next Generation 9-1-1 (NG9-1-1) readiness, which helped identify several opportunities for improved coordination and planning in policy and governance practices. This recent experience has strengthened our understanding of the interoperable challenges that exist in the region, while helping guide the region toward a roadmap of solutions planned for tomorrow.

KEY RESULT: MCP's subject matter experts initiated the project in late December 2015, gathering stakeholder input from across the region. The team's expertise coupled with stakeholder input and requirements guided and informed the strategic plan development. The plan was completed in May 2016.

CLIENT:	Centre County, Pennsylvania	
SERVICES PROVIDED:	Countywide Computer Aided Dispatch (CAD) System Procurement Support	
PROJECT COST:	\$30,000	
PROJECT DATES:	September 2014 to March 2015	
TEAM MEMBERS:	Sid McConahy	
CLIENT CONTACT:	Dale Neff, 9-1-1 Director 814-355-6800 dineff@centrecountypa.gov	

CHALLENGE: The Centre County, Pennsylvania (County) public safety answering point (PSAP) was advised by its current computer-aided dispatch (CAD) system vendor, Tiburon, Inc., that the Tiburon IQ CAD version 3.7 systems being utilized by the County would reach end of life in December 2014. The County sought assistance from a professional consulting firm to evaluate potential solutions for the needed replacement that would meet the needs of both the County and its partners.

SOLUTION: Mission Critical Partners, Inc. (MCP) was selected by the County to assist in evaluating potential solutions for the needed CAD system replacement and to assist County staff in evaluating and recommending a replacement system that would meet the needs of the County and the public safety agencies for which it provides 9-1-1 dispatching services. MCP worked closely with multiple vendors and stakeholders to meet solution expectations that were in line with the County's budget. MCP's support to the County included:

- Conducted meetings and interviews with key stakeholders
- Assessed capability needs and desires
- Conducted site visits with current users of potential CAD systems
- Assessed vendor demonstrations and pricing information
- Provided procurement evaluation and support
- Development of the final CAD system recommendation report

KEY RESULT: MCP provided the County with a final recommendations report that determined a new CAD system procurement would have to involve state-of-the-art technology that provides increased efficiency along with a high level of data interoperability between agencies to meet the County's strategic direction. Additionally, the vendor would have to demonstrate product and market stability that met or exceeded the needs of the County. MCP recommended that Centre County 9-1-1 procure a New World Systems solution for its new CAD system, in large measure because the company is stable with a stable line of products, and because it continually invests in research and development in order to improve its products.

COUNTY

VANIA

C. REFERENCES

1. References from ALL clients (minimum of five) performed within the past five years

A complete listing of Mission Critical Partners clients and projects performed within the past five years is included in Appendix A.

2. Work history on Public Safety Software projects with GIS and automatic vehicle location (AVL)

Mission Critical Partners has had significant experience with Geographic Information Systems (GIS) and Automatic Vehicle Location (AVL) projects as highlighted in our list of projects performed in the past 5 years. This work history includes experience in the State of Texas and across the country at the state, county and local level.

Montgomery County Emergency Communication District (MCECD)

In Texas, the Montgomery County Emergency Communication District (MCECD) had a need to identify and reconcile GIS data to meet requirements for NENA GIS Standards and to meet the needs of various CAD vendors' automatic vehicle navigational systems.

MCP was tasked with performing a high-level GIS data quality control assessment on MCECD GIS data. The purpose was to ensure the data met NENA GIS Standards, as well as the requirements for multiple computer aided dispatch systems for tactical mapping, AVL and Automatic Vehicle Route Recommendations (AVRR).

The assessment included a series of quality control tests to determine conformance with current and draft National Emergency Number Association (NENA) standards and best practices, current CAD and customer premise equipment (CPE) data specifications, along with other spatial and data quality tests. These tests aided in identifying any underlying data integrity issues that could prevent correct information from displaying on a telecommunicator's map display, lower the performance of a CAD system, or delay emergency responders arriving at an incident location.

North Central Texas Council of Governments (NCTCOG)

Additionally, since 2009, MCP has worked closed with the North Central Texas Council of Governments (NCTCOG), a 16-county region of Texas around Dallas and Fort Worth, on multiple initiatives, including the development and implementation of the 9-1-1 Master Plan to guide the administrative, fiscal, technical and operational functions of the NCTCOG 9-1-1 program.

With a firm understanding of NCTCOG's strategic objectives, MCP developed a comprehensive and measurable action plan to help the organization strengthen its GIS capabilities; and to harness and ensure the long-term sustainability of accuracy of GIS within the 9-1-1 program.



As part of the action plan, MCP helped NCTCOG determine its baseline GIS goals. Once those goals were established, MCP developed and executed test criteria to determine the quality level of existing GIS data; compared quality levels against today's needs and the anticipated needs of Next Generation 9-1-1; identified corrective actions; reviewed current resources, tools and processes that are used to maintain the GIS data to determine if they provide the targeted output and/or outcomes; and evaluated the GIS help desk function to confirm if the number of assistance requests linked back to the quality of the data.

Based on findings from these activities, MCP developed a measurable GIS action plan that identified and prioritized project objectives, action items and timelines. It was used to guide efforts to enhance the GIS capabilities of the NCTCOG 9-1-1 program.

Houston-Galveston Area Council (H-GAC)

MCP has also supported the efforts of the Houston-Galveston Area Council (H-GAC) by providing the H-GAC five assessments to incorporate all the various facets of NextGen and I3 ESInet functions including but not limited to: GIS, Customer Premise Equipment (CPE), wireless communications, voice-over internet protocol (VoIP), network security, cloud infrastructure, text to 9-1-1, management information systems (MIS), and regional ESInet implementation.

MCP performed a baseline assessment on specific GIS layers provided by H-GAC, which included address points, municipal boundaries, emergency service zones (ESZs) and road centerlines. H-GAC also provided copies of their Master Street Address Guide (MSAG) for December 2013 and January 2014 as well as automatic location identification (ALI) data for comparison with the GIS data.

MCP performed a series of quality control tests on each set of GIS data to test for conformance with current and draft National Emergency Number Association (NENA) standards and best practices. These tests supported the identification of underlying data integrity issues, which could prevent correct information from displaying on a telecommunicator's mapping computer or delay the arrival of emergency responders to an incident location.

Central Texas Council of Governments (CTCOG)

The Central Texas Council of Governments (CTCOG) wanted to improve the data quality and data integrity of its jurisdiction-wide 9-1-1 MSAG, its ALI and their GIS databases. CTCOG also wanted standard operating procedures (SOPs) developed in order to measure quality control and quality assurance and to maintain the data quality and data integrity of these databases.

MCP was retained in November 2014 and performed a baseline assessment of the CTCOG's MSAG, and ALI and GIS databases. In order to use GIS data for routing and location validation in NG9-1-1 systems, the NENA standards and best practices recommends a 98 percent match rate in MSAG, ALI and GIS databases. MCP performed a series of quality control tests on all the databases to quantify and test for conformance with NENA standards and best practices.



CTCOG was provided with a GIS Data and Baseline Assessment report that provided recommendations in order for the Central Texas COG to meet or exceed NENA's recommended 98 percent match rate between the GIS, MSAG and ALI databases. Metrics and standardized processes and procedures were developed, implemented and adopted for maintaining and refining the various databases. The development and execution of the SOPs for correcting discrepancies, updating data and making changes suggested by MCP have allowed Central Texas COG to improve greatly the quality and integrity of its GIS, MSAG and ALI data.

As part of the new SOPs CTCOG migrated from their existing ALI database provider to a new vendor so the changes and updates to the ALI database could be quickly updated. MCP helped CTCOG with the selection of the new ALI database provider and with the migration to the new ALI database integration into the PSAPs within the seven county area covered by CTCOG.

City of Memphis, Tennessee

MCP has also recently provided support to the City of Memphis. With a population of over 672,000, Memphis is the largest city and the second largest metropolitan area in the state of Tennessee. The Memphis Police Department (MPD) has over 2500 officers deployed between two districts. Dispatching the closest properly equipped units to incidents in the minimum amount of time is paramount to the safety of the citizens of Memphis. The MPD requested the services of Mission Critical Partners, Inc. (MCP) to investigate technology that will provide enhanced incident management through improved response times. MCP provided MPD personnel and command staff with a white paper outlining the tools to effectively manage their large fleet of squad cars and resources; which would include automatic vehicle location (AVL), as well as, in-vehicle and body-worn cameras.

MPD retained MCP to provide multi-phased services which included overseeing the procurement of AVL and in-car video systems. MCP will conduct a series of stakeholder meetings to determine MPD needs and use these findings to develop the requirements for the AVL and in-car video systems. Following the release of the Request for Proposals (RFP), MCP will assist MPD with strategies to:

- Identify potential respondents and ensure distribution of the RFP
- Support the evaluation process, including the creation of scoring tolls and other technical services
- Manage the interview process for successful respondents, including vendor presentations as necessary

MCP is currently working with the MPD team to create the RFP for AVL and in-car video that will be compatible with the CAD system currently be utilized by the MPD Communications Division. Upon completion, the project will result in the installation of mobile video cameras in 900 vehicles in the department's fleet, and the issuance of body-worn cameras to all patrol officers. In addition, the AVL system will be installed in all vehicles used by patrol officers and supervisors.



3. References from municipal clients

Table 1: References Contact Information

Client	Contact
City of Highland Village, Texas	Michael Leavitt, City Manager
	Highland Village Municipal Complex
	1000 Highland Village Rd.
	Highland Village, TX 75077
	Phone: 972-899-5131
	E-mail: mleavitt@highlandvillage.org
North Central Texas Council of	Christy Williams, Chief 9-1-1 Program Manager
Governments (NCTCOG)	North Central Texas Council of Governments
	616 Six Flags Drive, P.O. Box 5888
	Arlington, TX 76005
	Phone: 817-695-9204
	E-mail: cwilliams@nctcog.org
Tarrant County Emergency	Wanda McCarley, Director of Operations
Assistance District, Texas	Tarrant County 9-1-1 Emergency Assistant District
	2600 Airport Freeway
	Fort Worth, TX 76111
	Phone: 817-820-1185
	E-mail: wanda@tc911.org
Shelby County, Tennessee	Raymond Chiozza, Executive Director
	Shelby County Emergency Communications District
	3150 Lenox Park Blvd., Suite 108, Memphis, TN 38115
	Phone: 901-380-3900
	E-mail: rchiozza@shelbycounty911.org
Charleston County,	Jim Lake, Director
South Carolina	Charleston County Consolidated 9-1-1 Center
	8500 Palmetto Commerce Pkwy, North Charleston, SC 29456
	Phone: 843-929-3700
	E-mail: jlake@charlestoncounty.org

4. Previous work history with the City of Allen

Mission Critical Partners has no previous work history with the City.



D. PRICING

Mission Critical Partners proposes to deliver services to the City of Allen, Texas on a per hour basis based on MCP's Houston Galveston Area Council (H-GAC) Purchase Contract #HP07-16. Expenses will be defined at Federal per diem rates.

Please know, above all else, MCP is flexible and agreeable to negotiate any pricing as our current understanding of the effort may not be yours. Our priority is for this project to be successful for the City, and we stand ready to adjust the level of support deemed necessary for success to occur.

MISSION CRITICAL PARTNERS, INC. 2016 H-GAC Rate Schedule

Titles	Rate/Hr
Support Specialist I	\$56.35
Support Specialist II	\$93.73
Operations Specialist I	\$181.60
Operations Specialist II	\$193.31
Planner	\$158.17
Communications Specialist	\$141.88
Technology Specialist I	\$169.88
Technology Specialist II	\$181.60
Project Manager	\$175.74
Senior Technology Specialist	\$193.31
Senior Project Manager	\$199.17
Program Manager	\$210.89
Forensics Analyst	\$216.75
Senior Program Manager	\$234.33
Principal	\$198.93

Contract No. HP07-16



Appendix A – All Client Experience from Past 5 Years

Project List

Project Title	Client	Client address	Contact	Phone Email
Erie County 2009 Consulting Services	Erie County Department of Public Safety	2880 Flower Rd Erie, PA 16509		
GHC Grant Suoport/Consulting Agreement	Greater Harris County 9-1-1 Emergency Network	10220 Fairbanks N Houston Road Houston, TX 77064		
Armstrong County 2009 Consulting	Armstrong County PA	Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning, PA 18201	Brozenick, Randy	(724) 548-3430 rjbrozenick@co.armstrong.pa.us
NCTCOG Next Generation 911	North Central Texas Council of Govts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888	Williams, Christy	(817) 695-9204 cwilliams@nctcog.org
IEM CSEPP Kentucky & Alabama	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
Lubbock Emergency Comm. District 911 Consulting	Lubbock Emergency Communication District	6032 43rd St. Lubbock, TX 79407-3711	Grossie, Michael	(806) 747-1917 michael.grossie@lubbock911.org
St. Clair ETSB	St. Clair ETSB	101 South Fourth St Ste A Belleville, IL 62220		
IEM PO 188 Salt Lake City Workshop	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
IEM PO 192 Grant County AR	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
IEM CSEPP Cleburne, Estill & Talladega	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
Erie County Wireline/Wireless Plan	Erie County Department of Public Safety	2880 Flower Rd Erie, PA 16509		
Butler County 2009 Public Safety Telecom Consulting	Butler County Emergency Services	c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001		
IEM PO 197 CSEPP Open Po	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
NCTCOG NG 911 Master Plan	North Central Texas Council of Gov'ts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888	Williams, Christy	(817) 695-9204 cwilliams@nctcog.org
Metroplex 9-1-1 Consortium	North Central Texas Council of Gov'ts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888		
Panhandle NG911 Master Plan for W Texas Consortium	Panhandle Regional Planning Commission	418 W 8th Ave Amarillo, TX 79101		
Office of Unified of Comm Public Safety Witness	Office of Unified Communications	2720 Martin Luther King Jr. Ave SE Washington, DC 20032	Nelson, Susan	(202) 715-7558 Susanp.Nelson@dc.gov
MTG Kansas Army Depot	MTG Engineers, Inc.	5930 Summerhill Road Texarkana, TX 75503		
Minnesota Statewide 9-1-1 Implementation	Minnesota Dept of Public Safety	Emergency Comm. Network Div. 444 Cedar St, Ste 137 St. Paul, MN 55101-5137		
GHC Consortium ESInet Consulting	Greater Harris County 9-1-1 Emergency Network	10220 Fairbanks N Houston Road Houston, TX 77064		
IEM PO 230 FEMA CSEPP Support	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
IEM PO 231 CSEPP FEMA Support EOC	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
IEM PO 243 AI & KY CSEPP Support	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709		
Butler County 2010 Consulting	Butler County Emergency Services	c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001	Bicehouse, Steve	(724) 284-5211 sbicehou@co.butler.pa.us
Erie County 2010 Consulting	Erie County Department of Public Safety	2880 Flower Rd Erie, PA 16509	Grappy, John	(814) 451-7945 jgrappy@eriecountygov.org
IEM CSEPP Kentucky & Alabama	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709	Long, Jack	(410) 569-9552 Jack.Long@iem.com
Region 13 Fusion Center	NETCONN Solutions	108 Western Maryland Parkway Hagerstown, MD 21740		
Schrader PEMA DGS Contract 427-1	Schrader Group Architecture LLC	161 Leverington Ave Suite 105 Philadelphia, PA 19127	Schrader, David	(215) 482-7440 dschrader@sgarc.com
Motorola Prince George Cnty MD	Motorola Solutions Inc.	(OB10 Buyer No.: AAAA382534576) PO Box 68429 Schaumberg, IL 60168	McKellar, K.	k.d.mckellar@motorolasolutions.com
Chester County ACD Telecom	ACD Telecom, LLC	103 Commerce St Suite 180 Lake Mary, FL 32746	Shahnami, Alireza	(407) 333-2300 ali.shahnami@acdtelecom.com
Armstrong County 2010 Consulting	Armstrong County PA	Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning, PA	Brozenick, Randy	(724) 548-3430 rjbrozenick@co.armstrong.pa.us
IFM CSEPP Plieblo Co FOC Renovation	IFM Comorate Offices	16201 Subcontractor Invoice PO Box 110265 Durtham NC 27709	Barnett, Kent	
Have County PSAP Consolidation	Havs County TX	111 F San Antonio. Suite 300 San Marcos. TX 78666	Fritsche Linda	
Cumberland County 9-1-1 Consulting	Cumbarland County Dant of Dublic Safety	Attn: Claudia Gamar 1 Dublic Safaty Drive Carlisle DA 17013	Shively Robert	(717) 218-2902 rshivalv@ccna net
Caribbe for the Octanty Or F Constanting Limitate County Minalese Accuracy Testing	Liniata County DA Emarcanov Services	11 N Third St Midflinterion DA 17050	Weaver Allen	(717) 436-7730 awaavar@co inniata na ne
Determinant Construction WMATA Technical Summert		4811 Eralich Lana Hvattevilla MD 20784		
Maine Duhlic Hillitias Commission Consultan Services	Maine Public Hilitias Commission	Emeroancy Services Comm Bureau 18 SHS Auriteta MF 04333	laconae Maria	(207) 287-6083 maria iacrutes@maine.cov
Bedford County General 9-1-1 Consulting	Bedford County PA	Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522	F	
Eulton County Emercency Communications Unorrade	Futton County Emercency Management Agency	Atto: Ruth Strait 9-1-1 Coordinator 219 N Second St. Suite 106 McConnellshurd PA 17233	Strait Ruth	(717) 485-32001 retrait@co futton pa us
Armstrong County Architectural Services Feasibility Study	Armstrong County PA	Department of Public Safety Attn: Randy Brozenick. Director 131 Armsdale Rd. Kittanning. PA	Brozenick. Randv	(724) 548-3430 ribrozenick@co.armstrong.pa.us
	5	16201)
Perry Country Communications Upgrade	Perry County PA EMA	Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068	Bell, Tom	(717) 582-2131 tbell@perryco.org
Colorado NG 9-1-1 System Review	Colorado 9-1-1 Resource Center	P.O. Box 272470 Fort Collins, CO 80527-2470		
Burke County PSAP Consolidation - Contract #20110075	Burke County NC	200 Avery Avenue PO Box 219 Morganton, NC 28680-0219		
Region 13 Communications Infrastructure Protection Plan	NETCONN Solutions	108 Western Maryland Parkway Hagerstown, MD 21740		
Armstrong County Program Management Services	Armstrong County PA	Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning, PA 16201	Brozenick, Randy	(724) 548-3430 rjbrozenick@co.armstrong.pa.us
Morris County, NJ Risk Assessment & Tech Consulting	USA Architects	20 North Doughty Avenue Somerville, NJ 08876		
NCTCOG NG 911 Master Plan	North Central Texas Council of Gov'ts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888	Williams, Christy	(817) 695-9204 cwilliams@nctcog.org
Lubbock 911 Consulting Supplemental Task Authorization No. 2	Lubbock Emergency Communication District	6032 43rd St. Lubbock, TX 79407-3711	Grossie, Michael	(806) 747-1917 michael.grossie@lubbock911.org
Lubbock 911 Consulting Supplemental Task Authorization No. 2	Lubbock Emergency Communication District	6032 43rd St. Lubbock, TX 79407-3711		Grossie, Michael

DC OUC 9-1-1 Consulting & Support Services Erie County, PA 2011 General Consulting Bedford County 2011 General Consulting Perry County Wireless Accuracy Testing Butler County 2013 Consulting

Union County NJ Dispatch Center Consulting IEM Utah EOC Technical Integration Sevices Bedford County Wireless Accuracy Testing

South Central Mt. Regional Task Force Interopable Communications Consulting Juniata County PA Emergency Communications Consulting Montana PSAP Support - Blackfeet Nation, Browning, MT Montana PSAP Support - Blaine County, Chinook, MT Montana PSAP Support - Lincoln Cnty, Llbby, MT Lawrence County PA Wireless Accuracy Testing York County, South Carolina NG911 Assessment Jim Wells County TX, Radio System Consulting Somerset County Wireless Accuracy Testing Fulton County Wireless Accuracy Testing Butler County Wireless Accuracy Testing PEMA Technology Support NCTCOG GIS Assessment IEM Pueblo Co EOC

Centre County PA NG 911 Assessment & CPE Procurement Services Maine Consulting Services Protocol Implementation IEM CSEPP Quick Response Support Schrader PEMA Building/DGS 425-4

Montana PSAP Support - Lake County, Poison, MT

Armstrong County 9-1-1 CPE & Network Design

Illinois NENA & APCO Joint Committee Legislative Research & Development Indiana Cnty PA CPE & Legacy 9-1-1 Network Integration NCTCOG NG 911 Implementation - GIS Action Plan Southwest PA Region 13 Workshop

Greene County PA CPE & Legacy 9-1-1 Network Integration Potter Randall 9-1-1 Master Plan IEM FEMA CSEPP Support

Lawrence Cnty PA CPE & Legacy 9-1-1 Network Integration Somerset Cnty PA CPE & Legacy 9-1-1 Network Integration Fayette County PA CPE & WESTCORE Gov. Solution Oregon PA26524 Phase W6 Radio Project

Cambria Cnty PA CPE & WESTCORE Governance Solution PO 4500370169 First Energy PLUMR PH2 Baseline Study Johnston Cnty NC Paging System PO P1200503 Region 13 Network Assessment Butler County PA CPE MCP Real Estate

Mercer County PA NG 9-1-1 Operational Readiness Support Centre County PA Radio Assessment

Montana 911 Assessment of Needs, Recommendations & Procurement Lee County FL Wireless Support Services Region 13 Contract #47571

Erie County Department of Public Safety Butler County Emergency Services Perry County PA EMA Feam Consulting, Inc. Bedford County PA

Jnion County, New Jersey EM Corporate Offices Bedford County PA

Fulton County Emergency Management Agency Pennsylvania Emergency Management Agency South Central Mountain Regional Task Force Somerset County Emergency Services Vorth Central Texas Council of Gov'ts. Butler County Emergency Services York County, South Carolina 911 Jim Wells County, Texas IEM Corporate Offices -awrence County PA Century Link

Juniata County, PA Emergency Services Century Link Century Link

Armstrong County PA Century Link

Maine Public Utilities Commission Schrader Group Architecture LLC IEM Corporate Offices

Illinois NENA & APCO Joint Legislative Committee Centre County 9-1-1/Emergency Communications Vorth Central Texas Council of Gov'ts.

Potter-Randall County Emergency Communications District Indiana County, PA

Lawrence County PA Dept of Public Safety Somerset County Emergency Services EM Corporate Offices Greene County PA OBEC

Fayette County PA

Johnston County NC Emergency 911 Butler County Emergency Services The Potomac Edison Company

MCP Real Estate LLC Cambria County PA

Centre County 9-1-1/Emergency Communications Mercer County PA

-ee County FL 911, Division of Public Safety

Montana

(814) 623-1105 Dcubbison@Bedfordcountypa.org (814) 451-7945 jgrappy@eriecountygov.org (717) 436-7730 aweaver@co.juniata.pa.us (724) 284-5211 myoung@co.butler.pa.us (724) 852-2911 jrhodes@co.greene.pa.us (717) 582-2131 tbell@perryco.org (406) 758-1502 (406) 758-1502 (406) 758-1502 Stutzman, Thomas Bicehouse, Steve Saenz, L. Arnoldo Williams, Christy Brozenick, Randy Cubbison, David Williams, Christy Cubbison, David Schrader, David Young, Robert Jacques, Maria Weaver, Allen Tancibok, Dan Lustig, Patrick Grappy, John Melcer, Brian Rhodes, Jeff Strait, Ruth Long, Jack Fox, David Long, Jack Long, Jack Kelly, Lisa Kelly, Lisa Kelly, Lisa Kelly, Lisa Bell, Tom Commissioners Office Courthouse Administration Bldg 450 E Market St, Suite 200 Kittanning, PA 16201 Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522 Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522 Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488 Department of Public Safety Attn: Andrew Moran 300 North Avenue East Westfield, NJ 07090 Emergency Management Agency Attn: Thomas Stutzman 85 Haven Drive Indiana, PA 15701 Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233 Greene County Emergency Management Attn: Greg Leathers, Director 55 W. Greene St. City of Peoria Emergency Communications Center 542 SW Adams St. Peoria, IL 61602 Communications Building Public Safety 149 W. Black St. Rock Hill, SC 29732 Dept of Public Safety 110 E. Lincoln Ave Floor #2B New Castle, PA 16101 Attn: Brian Melcer, Director 1451 County Lne Road New Castle, PA 16101 Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068 Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Emergency Services Comm. Bureau 18 SHS Augusta, ME 04333 PICCC, Inc. 2595 Clyde Avenue Suite 1 State College, PA 16801 Attn: Richard B. Lohr 100 E. Union St. Somerset, PA 15501 Subcontractor Invoice PO Box 110265 Durham, NC 27709 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 161 Leverington Ave Suite 105 Philadelphia, PA 19127 405 W. 8th Ave. Amarillo, TX 79101 290 N. Main St. Kalispell, MT 59901 290 N. Main St. Kalispell, MT 59901 200 N. Almond St. Alice, TX 78332 11 N Third St Mifflintown, PA 17059 290 N. Main St. Kalispell, MT 59901 290 N. Main St. Kalispell, MT 59901 2880 Flower Rd Erie, PA 16509 Waynesburg, PA 15370

(724) 430-1277 rshipley@fcema.org (724) 838-6881 Bicehouse, Steve Barbour, Jason Lohr, Richard Hixson, Brian Public Services Building Attn: Roy Shipley, Director 24 E. Main St., 4th Floor Uniontown, PA 15401 Shipley, Roy c/o Jason Barbour Courthouse Basement Johnston County Courthouse Smithfield, NC 27577 Disbursement Accounting 800 Cabin Hill Drive Greensburg, PA 15601-1650 Attn: Richard B. Lohr 100 E. Union St. Somerset, PA 15501 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 920 Country Club Road, Ste 108 Eugene, OR 97401 200 Innovation Blvd State College, PA 16803

Rechkemmer, Matt Tancibok, Dan Dept. of Emergency Services Attn: Robbin Melnyk, 9-1-1 Coordinator 401 Candlelight Drive, Suite Melnyk, Robbin 100 Ebensburg, PA 15931-1959 Attn: Frank Jannetti Department of Public Safety 205 S Erie St Mercer, PA 16137-1501 Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488 Attn: Matt Rechkemmer, 9-1-1 Coordinator PO Box 398 Fort Myers, FL 33902-0398

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(406) 444-1966 bberger@mt.gov Berger, Becky

Oregon ODOT Sunrise Corridor JTA Amendment #3	OBEC Consulting Engineers	State Radio Project Sunrise JTA Corridor Attn: Tom Metcalf, Project Manager 920 Country Club Road Sta 108 Encome OR 97401	
Northumberland Cnty Narrowband Study & Master Plan	Northumberland County, PA Communications	Nost, See Too Lugane, ON 97-97 Attin: Russell Ellman, 9-1-1 Coordinator Dept of Public Safety 911 Greenough Street, Suite 2 Suin-inv. DA 17804	Alex, Jerome
Kaufman Cnty TX Fac Assmnt & Shared Serv Feasibility Study	Kaufman, County of	Surious, FX 1001 Ath: Judge Bruce Wood c/o Kaufman County Courthouse 100 W. Mulberry Kaufman, TX 75142	
Franklin Cnty OH Digital Migration Consultant	Franklin County OH Office of Homeland Security & Justice Programs	Attn: David Ziegler 373 S. High St., 25th Floor Columbus, OH 43215	
Erie County PA Staffing Analysis/Study	Erie County Department of Public Safety	2880 Flower Rd Erie, PA 16509	
Montgomery Cnty, PA Radio Network Consultant	Montgomery County, PA	Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403	Sullivan, Tom
CTUIR Radio Assessment & Communications Plan	CTUIR Public Safety Department	Attn: Ray Denny 46411 Ti'Mine Way Pendleton, OR 97801	Denny, Ray
Terrell, TX Land Mobile Radio Assessment	Terrell, TX, City of	c/o Terrell Police Dept. 201 E. Nash St. Terrell, TX 75160	Harper, Jim
Stanly Cnty, NC Land Mobile Radio Needs Assessment	Stanly County, NC	c/o Communications Director 201 S. Second St. Albemarle, NC 28001	McDaniel, Karen
Burke County NC 911 Consolidation Project	Burke County NC	200 Avery Avenue PO Box 219 Morganton, NC 28680-0219	Steen, Kenneth
PEMA Support - 15 Day PO	Pennsylvania Emergency Management Agency	Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106	
Centre County PA 9-1-1 Radio Communication System	Centre County 9-1-1/Emergency Communications	Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488	Tancibok, Dan
East Central Task Force - Regional Communications Exercise	Cocciardi & Associates, Inc.	4 Kacey Court Mechanicsburg, PA 17055	DiPietro, Rocco
PA Centre Region COG/PSU Functional Exercise	Hagerty Consulting, Inc.	1156 15th Street NW Suite 850, DC 20005	Pockros, Perry
NCTCOG Backup PSAP Facility Feasibility Study	North Central Texas Council of Gov'ts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888	Williams, Christy
NCTCOG Feasibility Assessment of 9-1-1 Database Management Options	North Central Texas Council of Gov'ts.	Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888	Williams, Christy
Rockingham Cnty NC 911 Consolidation Grant Implementation Consulting	Rockingham County, NC	Attn: David Whicker 371 NC Hwy 65 Reidsville, NC 27320	Whicker, David
Exacom Erie Public Safety Recorder, PO #17479	EXACOM, Inc.	99 Airport Road Concord, NH 03301	
Venango Cnty PA CPE & Legacy 9-1-1 Network Integration	Venango County PA	c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323	Brick, Diona
Tarrant County TX CPE Equip Prep Tasks	Tarrant County, Texas EAD	Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111	Petrey, Greg
Fulton County 9-1-1 Professional Consulting Services	Fulton County Emergency Management Agency	Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233	Strait, Ruth
Perry County 9-1-1 Professional Consulting Services	Perry County PA EMA	Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068	
Tarrant County TX 9-1-1 District Prof Services Agreement	Tarrant County, Texas EAD	Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111	
Shelby Cnty TN Memphis PD CAD Consulting	Shelby County TN Emergency Comm. District	Attn: Raymond Chiozza, Exec. Director 3150 Lenox Park Blvd., Suite 108 Memphis, TN 38115	Chiozza, Raymond
Westmoreland Cnty PA WestCore Assessment	Westmoreland County PA	Department of Public Safety Attn: Roland Mertz, Director 911 Public Safety Road Greensburg, PA 15601	
Brazos Valley TX COG NG911 Tech Support	Brazos Valley Council of Governments	Attn: Anita Pitt P.O. Box 4128 Bryan, TX 77805-4128	Pitt, Anita
PEMA ESInet & Fed DOT Grant Oversight & NG9-1-1 Strategic Plan	Pennsylvania Emergency Management Agency	Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106	
Montgomery Cnty PA Radio System Consultants Draft Report	Montgomery County, PA	Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403	
Scientific Research Corp FEMA Services			

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(814) 623-1105 Dcubbison@Bedfordcountypa.org (806) 747-1917 michael.grossie@lubbock911.org iozza, Raymond (901) 380-3900 rchiozza@shelbycounty911.org (919) 989-5611 jason.barbour@johnstonnc.com (202) 756-4532 bruce@theteamconsulting.com (570) 988-4441 bill.brown@norrycopa.net (972) 941-7933 Melissatu@plano.gov (410) 569-9552 Jack.Long@iem.com (208) 577-3626 bealey@adaweb.net (979) 595-2800 apitt@bvcog.org Grossie, Michael Hargrave, Bruce Cubbison, David Tutton, Melissa Barbour, Jason Long, Jack Ealey, Ben Brown, Bill tt, Anita Attn: Russell Feliman, 9-1-1 Coordinator Dept of Public Safety 911 Greenough Street, Suite 2 Sunbury, PA 17801 Department of Emergency Services Attn: Chief Matt Brown 400 N Lexington Ave Pittsburgh, PA 12208 6032 43rd St. Lubbock, TX 79407-3711 Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522 c/o Jason Barbour Courthouse Basement Johnston County Courthouse Smithfield, NC 27577 c/o Public Health Management Corporation 260 South Broad Street Philadelphia, PA 19102 Attn: Bruce Hargrave 1101 Pennsylvania Ave., NW, Suite 600 Washington, DC 20004 Attn: Lori Lambert 8500 Palmetto Commerce Parkway North Charleston, SC 29456 Attn: Melissa A. Wangemann 300 SW 8th Ave., 3rd Floor Topeka, KS 66603 Attn: Brian Melcer, Director 1451 County Lne Road New Castle, PA 16101 Attn: Kristin Nickerson 10332 Main Street, #273 Fairfax, VA 22031 Attn: Chief Chris Vinson 4700 Drexel Dr Highland Park, TX 752058 Accounting Department PO Box 860279 Plano, TX 75086-0279 c/o Terrell Police Dept. 201 E. Nash St. Terrell, TX 75160 Subcontractor Invoice PO Box 110265 Durham, NC 27709 7200 Barrister Drive Boise, ID 83704 99 Airport Road Concord, NH 03301 Southeast Pennsylvania Regional Task Force (SEPA RTF) Charleston County, SC Consolidated 9-1-1 Center Northumberland County, PA Communications Lubbock Emergency Communication District Kansas Statewide 911 Coordinating Council Lawrence County PA Dept of Public Safety Johnston County NC Emergency 911 Northern Virginia Hospital Alliance **OBEC Consulting Engineers** Ada County Sheriff's Office IEM Corporate Offices Allegheny County PA Feam Consulting, Inc. Bedford County PA Plano, TX, City of Ferrell, TX, City of

EXACOM, Inc.

Highland Park

Northern Virginia Emergency Response System (NVERS)

Charleston Cnty SC Public Safety Systems

Johnston Cnty NC P25 Migration Plan

Highland Park TX Technology Overview

Kansas Assoc of Counties Ada County, Idaho

12-140 IEM FEMA CSEPP Consulting Services

Erie County Testing Server 2, PO 08281201A

Plano TX, NG 9-1-1 Consultant Services

SEPA RTF Professional Consulting Service

Terrell TX Land Mobile Radio Project

Northumberland Cnty PA Program Management Services

(651) 201-7550 dana.wahlberg@state.mn.us Wahlberg, Dana State Radio Project Sunrise JTA Contidor Attn: Tom Metcalf, Project Manager 920 Country Club Road, Ste 108 Eugano, SA 97401 Engensory Comm, Network DV, 444 Gedar St., Ste 137 St. Paul, MN 55101-5137

MN Dept of Public Safety Technical Support

Bedford County PA Emergency Services Professional Consulting

Lawrence County PA EOC Programming

Lubbock TX Emergency Comm District OUC Professional Consulting Services

Allegheny County WestCORE

OBEC Sunrise JTA RF Engineering Services

Minnesota Dept of Public Safety

DU-COMM PSAP Evaluation Hays Cnty TX 9-1-1 Co-Locator Venango Cnty PA General 9-1-1 Consulting Rutherford Cnty TN AT&T Settlement Support Cumberland County PA Consulting Services Jefferson County Emergency Communications Authority Study

First Energy Radio Consulting & Engineering Services Huntingdon 911 Emergency Consulting Charleston County South Carolina ESInet White Paper NVHA NCR Radio Capabilities Assessment & Strategic Plan Lee Crity FL 911 Wireliese & Wireline Related Services Lawence Crity PA Radio Sudy Henderson Chy NC PSAP Migration Region 13 SWPERC ESInet Model Dev Assistance Ulah Valey 9-1-1 Facility Study & Recommendations Montigemery Chy. PA Radio System Consulting PEIM 8010 MCP Bucks Frequencies FEIM 8010 MCP Bucks Frequencies

Montgomery County TX GIS Quality Control Assessment NCTCOG 9-1-1 Master Plan Implementation Support Lawrence Cnty LMR Procurement & Implementation Schrader Wayne Cnty NY PSAP Relocation Study Tennessee E911 Technical Consulting Service Region 13 ESInet Security & i3 Migration Plan Nash County NC Backup Facility Assessment Purvis Alarm System Interface Consulting Tarrant County TX CPE Implementation Brandstetter Broadview Heights, OH Purvis Systems General Consulting SRC FEMA Tech Hazard Support Perry County Radio Assessment Exacom Erie Cnty Public Safety Region 13 SWPERG Training TransCore PA Turnpike SOG IAFC Grant Management

Motorola Prince George's Project Assistance Berks County PA Call Handling Assessment Bucks County PA Call Handling Assessment Chester County PA Call Handling Assessment Montgomery County PA Call Handling Assessment Allegheny County PA 9-1-1 Technology & Operations Support

PEMA Building/DGS 425-4 Work Order #43 Gloucester Cnty, NJ Radio Communications Consulting Minnesola Procurement Support Boone Citry Missouri/911 Joint Communications Consulting Services Venango County PA PSAP Regional Shared Services Assessment Clark Cnty OH Consolidation Study PH 1

NCTCOG Project Management Support NCTCOG GIS Support Nebraska Public Services Commission NG 9-1-1 Study Henderson County NC Contract Amendment - Facility Move

Montgomery County TX Emergency Communication District Jefferson County Emergency Communications Authority DuPage Public Safety Communications (DU-COMM) Fennessee Department of Commerce & Insurance Bucks County Dept Emergency Communications Pennsylvania Emergency Management Agency Berks County PA Dept of Emergency Services Rutherford County Emergency Comm. District Jtah Valley Dispatch Special Service District -ee County FL 911, Division of Public Safety Chester County Dept of Emergency Services Advanced Technology International (SCRA) awrence County PA Dept of Public Safety International Association of Fire Chiefs, Inc. -awrence County PA Dept of Public Safety Cumberland County Dept of Public Safety Gloucester County Communication Center North Central Texas Council of Gov'ts. Vorthern Virginia Hospital Alliance Vash County Emergency Services Schrader Group Architecture LLC Schrader Group Architecture LLC Minnesota Dept of Public Safety Henderson County Engineering Scientific Research Corporation Farrant County, Texas EAD Boone County, MO Auditor Montgomery County, PA Montgomery County, PA Huntingdon County, PA Brandstetter Carroll Inc. Motorola Solutions Inc. Region 13 Task Force Region 13 Task Force Perry County PA EMA Region 13 Task Force Armstrong County PA Allegheny County PA Venango County PA Venango County PA Clark County OH Hays County TX Purvis Systems Purvis Systems EXACOM, Inc. First Energy ransCore JCECA

North Central Texas Council of Gov'ts. North Central Texas Council of Gov'ts. Nebraska Public Service Commission Henderson County Engineering

C/O Marcus Jones One Historic Courthouse Square, Suite 6 Hendersonville, NC 28792

Attn: Robert Kagel, Director 601 Westtown Road, Suite 12 PO Box 2747 West Chester, P/ Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning Attn: Brian Gottschall DirectLink Technology Center 2561 Bernville Road Reading, PA 196 Department of Ernergency Services Attn: Chief Matt Brown 400 N Lexington Ave Pittsburg 15208 Board of Commissioners Attn: Richard Lohnes, Commissioner 50 E. Columbia Street, 5th Attn: Deborah Mecham, Executive Director 3075 North Main St. Spanish Fork, UT 84660 Nash County Administrative Building Attn: Robbie Stone, Asst. Communications Director Wast Washington S., Subie 11/20 Mashington, No. 27765 (OB10 Buyer No.: AAAA382534576) PO Box 68423 Schaumberg, II. 60168 Attn: Curtis Sutton 911 Board 500 James Robertson Parkway Nashville, TN 37243-0582 C/O Marcus Jones One Historic Courthouse Square, Suite 6 Hendersonville, NC 28792 Bucks County Emergency Services Complex 911 Freedom Way lvyland, PA 18974 Attn: Matt Rechkemmer, 9-1-1 Coordinator PO Box 398 Fort Myers, FL 33902-0398 Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403 Emergency Comm. Network Div. 444 Cedar St., Ste 137 St. Paul, MN 55101-5137 Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111 Attn: Ruth Snair, Fiscal Dept. 233 Penn St Bailey Building Huntingdon, PA 16652 Attn: Accounts Payable 2300 Windy Ridge Parkway Suite 500 Atlanta, GA 30339 Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403 Michelle Craft, Contracts Manager 1272 W. Main Road Middletown, RI 02842 Attn: Accounts Payable 3721 Tecport Drive, Suite 102 Harrisburg, PA 17111 Michelle Craft, Contracts Manager 1272 W. Main Road Middletown, RI 02842 Attn: Brian Melcer, Director 1451 County Lne Road New Castle, PA 16101 Attn: Brian Melcer, Director 1451 County Lne Road New Castle, PA 16101 Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068 Attn: John Woulfe, Asst. Director 4025 Fair Ridge Drive Fairfax, VA 22033 Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106 Attn: Kasey Betush 400 N Lexington St Suite 200 Pittsburgh, PA 15208 Attn: Kasey Betush 400 N Lexington St Suite 200 Pittsburgh, PA 15208 Attn: Kasey Betush 400 N Lexington St Suite 200 Pittsburgh, PA 15208 Attn: Heather Acton 801 E. Walnut, Room 304 Columbia, MO 65201 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 Attn: Kristin Nickerson 10332 Main Street, #273 Fairfax, VA 22031 Attn: Claudia Garner 1 Public Safety Drive Carlisle, PA 17013 Attn: Chris Muir A-GO-14 76 S. Main St. Akron, OH 44308 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 161 Leverington Ave Suite 105 Philadelphia, PA 19127 161 Leverington Ave Suite 105 Philadelphia, PA 19127 1220 West Sixth St., Suite 300 Cleveland, OH 44113 111 E San Antonio, Suite 300 San Marcos, TX 78666 591 Fortress Blvd Murfreesboro, TN 37128-4129 1200 North Delsea Drive Clayton, NJ 08312 600 Wall Street Glendale Heights, IL 60139 315 Sigma Drive Summerville, SC 29486 POB 16184 Golden, CO 80402-6003 99 Airport Road Concord, NH 03301 150 Hilbig Road Conroe, TX 77301 Springfield, OH 45501 16201

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	Burkhart, Tim	(304) 367-3236 tburkha@alleghenypower.com	er.com
	Semonis, Cindy Corrigan, Zac	Cindy, semonis@scra.org (703) 289-8631 zachary, corrigan@novaha.org	rg tha.org
	Melcer Brian	(724) 658-7485 hmelcer@co lawrence pa us	SILE
	Jones, Marcus		untync.org
	:		
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	Foster, Rick	(919) 610-6992 Rfoster@Purvis.com	
	Schrader, David	(215) 482-7440 dschrader@sgarc.com	
	Fultz, Rich	(717) 582-2131 rfultz@perryco.org	
	Hicks, Tommy	(703) 273-0911 thicks@iafc.org	
	Birdwell, Dan	(615) 532-3589 Dan.M.Birdwell@tn.gov	
	Melcer, Brian		oa.us
	Petrey, Greg	(817) 820-1188 gpetrey@tc911.org	
120			
605			
A 19380	Morris, Roy	morris@chesco.org	
	Sullivan, Tom	(610) 631-6500 tsulliva@montcopa.org	
gh, PA	Thomas, Gary	(412) 473-1412 GThomas@county.allegheny.pa.us	gheny.pa.us
	Schrader, David Butts. Thomas	(215) 482-7440 dschrader@sgarc.com (856) 307-7100 tbutts@co.gloucester.ni.us	sn
	Wahlberg, Dana	201-7550	un.us
	Atwill, Dan	573-886-4305 DAtwill@boonecountymo.org	10.org
Ε	Lohnes, Richard	rlohnes@clarkcountyohio.gov	io.gov
	Williams, Christy	(817) 695-9204 cwilliams@nctcog.org	

Lubbock IX Emergency Comm District	Lubbock Emergency Communication District	6032 43rd St. Lubbock, I.X /340/-3/11	Grossie, Michael	(806) /4/-191/ michael.grossle@lubbock911.org
Cumberland County NC Radio Procurement	Cumberland County NC Emergency Services	Attn: Mr. Kandy Beeman, Director Law Enforcement Center Fayetteville, NC 28301	Beeman, Kandy	rbeeman@co.cumberland.nc.us
York County PA Engineering & Licensing Services	York County Dept of Emergency Services, PA	Attn: Eric Bistline, Executive Director 120 Davies Drive York, PA 17402	Bistline, Eric	(717) 840-2901 eabistline@ycdes.org
MIT - Consolidated Communication Center Feasibility Study	Kaestle Boos Associates, Inc.	Attn: Jill Farina 416 Slater Rd. PO Box 2590 New Britain, CT 06050	McKeon, Michael	(508) 549-9906 mmckeon@kba-architects.com
Potter Randall Conceptual Network Design	Potter-Randall County Emergency Communications District	405 W. 8th Ave. Amarillo, TX 79101	Green, Greg	(806) 374-9800 ggreen@pr911.org
IEM FEMA CSEPP Consulting Services	IEM Corporate Offices	Subcontractor Invoice PO Box 110265 Durham, NC 27709	Long, Jack	(410) 569-9552 Jack.Long@iem.com
Beaver County Professional Services Support	Beaver County Emergency Services	Attn: Wes Hill, Director 351 14th Street Ambridge, PA 15003		
East Harris County Emergency Services Joint Powers Board	East Harris County, TX	Emergency Services Joint Powers Board c/o Jimmy Sumbera 16010E Ridlon Street Channelview,	, Sumbera, Jimmy	(281) 452-5782 JSumbera@ESD50.org
Charlotte NC Communications Staff Analysis	City of Charlotte - AP	1 × 7.330 Attn: Greg Hauser PO Box 37979 Charlotte, NC 28237-7979		
Kansas Six County Region	City of Emporia, Kansas	Accounts Payable PO Box 928 Emporia, KS 66801	Price, Scott	scott.price@emporia-kansas.gov
New Braunfels TX FCC Licensing	New Braunfels, City of	424 South Castell Avenue New Braunfels, TX 78130	Wrenn, Derek	
PEMA BTS Con Ops	Pennsylvania Emergency Management Agency	Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106	Rellick, Rita	(717) 651-2186 rrellick@pa.gov
Lawrence County PA EOC Design & Implementation	Lawrence County PA Dept of Public Safety	Attn: Brian Melcer, Director 1451 County Lne Road New Castle, PA 16101	Melcer, Brian	(724) 658-7485 bmelcer@co.lawrence.pa.us
Kansas NG 9-1-1 Infrastructure	Kansas Statewide 911 Coordinating Council	Attn: Melissa A. Wangemann 300 SW 8th Ave., 3rd Floor Topeka, KS 66603	Way, Watter	(913) 826-1010 wway@jocogov.org
Alachua County FL Analysis	Alachua County FL	Attn: Jim Lanier Alachua County Sheriffs Office PO Box 5489 Gainesville, FL 32641		
Rettew Bradford County PA EOC/Traning Center	Rettew	Attn: Scott Russell 5031 Richard Ln., Ste 111 Mechanicsburg, PA 17055		
Macon County NC Radio Assessment	Macon County NC Emergency Services Office	Attn: David Key, Ernergency Services Director 104 E. Main St. Franklin, NC 28734	Key, David	dkey@maconnc.org
HGAC NG911 Assessment	Houston-Galveston Area Council	PO Box 22777 Houston, TX 77227	Ward, Kimberly	(713) 993-2459 kimberly.ward@h-gac.com
Missouri OA-Interoperability IT Project	Missouri Office of Administration	Attn: Larry Burkhardt, Contract Services Manager Div of Facilities Management Design &	Courtney, Brian	(573) 522-9584 Bryan.Courtney@dps.mo.gov
NoVA Situational Awareness	Corner Alliance, Inc.	Construction PC box obs, Koom 730 Truman building Jenerson City, MC 03102 Attn: Jenn Neely 1620 L St, Suite 200, DC 20036		
PA State Police P25 Consulting	Commonwealth of Pennsylvania - PO Invoice	PO Box 69180 Harrisburg, PA 17106		
Haywood County EOC/911/Dispatch	Haywood County 911	Emergency Services Building 60 Depot St., Annex 1 Waynesville, NC 28786		
Cowley County Kansas NG 9-1-1 Planning & Project Management Support	Cowley County Emergency Communications	Attn: Jeremy Willmoth, County Administrator 311 E. 9th Ave. Winfield, KS 67156	Leach, Beth	(620) 221-0470
Butler County PA 2014 Consulting	Butler County Emergency Services	c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001	Bicehouse, Steve	(724) 284-5211 sbicehou@co.butler.pa.us
PEMA PO No.: 4300396203 - NG 9-1-1 Consulting	Pennsylvania Emergency Management Agency	Commonwealth of PA - PO Invoice PO Box 69180 Harrisburg, PA 17106		
Brazos Valley COG Consulting Services w/Action Plan	Brazos Valley Council of Governments	Attn: Anita Pitt P.O. Box 4128 Bryan, TX 77805-4128	Pitt, Anita	(979) 595-2800 apitt@bvcog.org
Jefferson County Missouri PSAP	Jefferson County 9-1-1 Dispatch, Missouri (JeffCo911)	do Travis Williams, Chief 5475 Buckeye Valley Road House Springs, MO 63051		
Region 13 ESInet Phase II	Southwestern PA Emergency Response Group	Attn: Kasey Betush 400 N. Lexington St. Suite 200 Pittsburgh, PA 15208		
SCM-Centre County PSAP Shared Services Assessment	Centre County 9-1-1/Emergency Communications	Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488		
SCM-Huntingdon NG Regional Shared Services Assessment 100% Wireless	Huntingdon County, PA	Attn: Ruth Snair, Fiscal Dept. 233 Penn St Bailey Building Huntingdon, PA 16652		
SCM-Fulton County PA NG911 Regional Shared Services Assessment 100% Wireless	Fulton County Emergency Management Agency	Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233		
SCM-Bedford County NG Regional Shared Services Assessment 100% Wireless	Bedford County PA	Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522		
SCM-Juniata County NG Regional Shared Services Assessment 100% Wireless	Juniata County, PA Emergency Services	11 N Third St Mifflintown, PA 17059		
SCM-Blair County NG911 Regional Shared ServicesAssessment 100% Wireless	Blair County PA	Attn: Mark Taylor 615 Fourth Street Altoona, PA 16602		
Exacom Erie County Recorder	EXACOM, Inc.	99 Airport Road Concord, NH 03301		
Dare & Tyrell NC Counties E-911 Consolidation Consultant	Dare County, NC	Attn: David Clawson, Finance Director PO Box 1000 Manteo, NC 27954		
Sirius XM Technologies Master Consulting	Sirius XM Connected Vehicle Services Inc.	Attn: Gary Wallace PO Box M Two Harbors, MN 55616		
Bell County TX Communications Center Needs Assessment	Bell County Communications Center	708 West Ave. O Belton, TX 76513	Burrows, John	(254) 933-5105 jon.burrows@co.bell.tx.us
CDM Smith Pitt Airport CC/EOC Upgrade Project	CDM Smith, Inc.	503 Martindale Street Suite 500 Pittsburgh, PA 15212	Williams, Keith	(412) 208-2547 williamska2@cdsmith.com
Tarrant County TX RICC Project	Tarrant County, Texas EAD	Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111	Petrey, Greg	(817) 820-1188 gpetrey@tc911.org
SC - Perry County PA, Regional Shared Services Assessment	Perry County PA EMA	Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068	Fultz, Rich	(717) 582-2131 rfultz@perryco.org
SC-Dauphin County PA, Regional Shared Services Assessment	Dauphin County, PA	Attn: Greg Kline, 911 Coordinator Emergency Management Agency 911 Gibson Blvd Steelton, PA	Guenther, Tom	TGUENTHER@dauphinc.org
SC- Cumberland County PA PSAP Regional Shared Services Assessment	Cumberland County Dept of Public Safety	Athr: Claudia Gamer 1 Public Safety Drive Carlisle, PA 17013	Cross, Barbara	(717) 240-6400 bcross@ccpa.net
Victoria Communications-Jackson County Licensing	Victoria Communications Services	3202 N. Navarro St. Victoria, TX 77901		
Durham, NC 9-1-1 Tariff & Contract Assessment Consulting	Durham Emergency Communications Department	Attn: Jim Soukup 505 W. Chapel Hill St. Durham, NC 27701-3101	Soukup, James	(919) 560-4500 James.Soukup@durhamnc.gov
Venango County PA Professional Consultative Services	Venango County PA	c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323	Brick, Diona	(814) 432-9509 dbrick@co.venango.pa.us
East TX COG Regional Communications District Feasibility Study	East Texas Council of Governments	Attn: David A. Cleveland, Executive Director 3800 Stone Road Kilgore, TX 75662	Cleveland, David	david.cleveland@etcog.org
Transcore - PA Turnpike Tech Assessment	TransCore	Attn: Accounts Payable 3721 Tecport Drive, Suite 102 Harrisburg, PA 17111		
East Central PA Region PSAP Shared Services Assessment	East Central Emergency Network	Columbia County Dept of Public Safety Attn: Frederick Hunsinger, Public Safety Director PO Box 380 Bhomshurd PA 17815		
Texas CSEC ESInet Facilitation & Planning Services	Texas Commission on State Emergency Communications	Attn: Director of Operations 333 Guadalupe St., Suite 2-212 Austin, TX 78701	Millington, Brian	(512) 305-6923 Brian.Millington@csec.texas.gov
	(CSEC)			

SE PA ESInet Design, Implementation & Coordination NVHA Strategic Plan & Assessment

NCTTRACC Communication System Assessment

Liberty TX Tech Consulting for Dispatch Center Relocation Project Arizona 9-1-1 Managed Services Technical Review Rutherford County TN General Consulting SRC - FEMA Alert & Warning Study PHII Coleman Research

Stewart County, GA PSAP Consolidation/Feasibility Study

Lower Rio Grande Valley Development Council 9-1-1 Feasibility Study Lee County FL 9-1-1 Wireless & Wireline Professional Consulting Parma Ohio 9-1-1 Communications Center Relocation Wayne County NC PSAP Evaluation Study TCS Massuchusetts Bid Proposal

Centre County 911/Emergency Communications Consulting Fulton County PA Shared Services Consulting Services

Internet Protocol (IP)-Based 9-1-1 Network Feasibility Study Bexar Metro 9-1-1 Network District REOC Building Project Nebraska Public Services Commission NG 9-1-1 Study Nebraska Public Service Commission Consulting Memphis Police AVL Procurement Assistance Centre County PA Computer Aided Dispatch Medina OH Police Radio Comm System Beaver County PA CPE Consulting

Venango County PA Emergency Communications Consulting Professional and Operational Support - National 911 Program Weakley County TN System Review

NCTCOG Dallas/Fort Worth THIRA Consulting NCTCOG 9-1-1 Project Management AlphaSights Ltd. Consulting

Swain-Jackson NC, Program Management/Consultation

PEMA Operationalizing State Emergency Operations Center (SEOC) Technology Red Flash Group - DHS Subject Matter Expert Review Shelby County TN CAD System Assistance IEM FEMA CSEPP Consulting Services

Oak Creek, WI - Radio Migration Study

MPSCC Radio System Analysis & Consulting

Perry County PA Shared Services Consulting Cambria County PA General Consulting

DuPage County IL PSAP Consolidation & Feasibility Study Dare County NC PSAP Consolidation & Facility Haywood County NC PSAP Consolidation

Fitch & Assoc. DFR EMS Analysis & Strategic Plan Central TX COG Mapping & Data Collectior

PEMA Technical Support

911 Datamaster Comparative Analysis Butler County PA 2015 Consulting Wayne County, Ohio Radio Assessment

Attn: Accounts Payable 2300 Windy Ridge Parkway Suite 500 Atlanta, GA 30339 Attn: Linda Zerwin, Exec. Director 421 N County Farm Road Wheaton, IL 60187 Emergency Services Building 60 Depot St., Annex 1 Waynesville, NC 28786 Attn: Kevin S. King, County Manager PO Box 2321 Bryson City, NC 28713 Attn: Crystal Balboa, Finance Dir. 301 W. Railroad St. Weslaco, TX 78596 Attn: Christy Butcher 470 Friendship Dr., Suite 300 Harrisburg, PA 17111 Attn: David Clawson, Finance Director PO Box 1000 Manteo, NC 27954 2901 Williamsburg Terrace, Suite G PO Box 170 Platte City, MO 64079 Attn: Capt. Steve Anderson 8640 S. Howell Ave. Oak Creek, WI 53154 Attn: Gregory Baeppler, Director 6611 Ridge Road Parma, OH 44129 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 Attn: Jamison Peevyhouse, Director 7951 Highway 22 Dresden, TN c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 Attn: Joseph Villegas, Director 201 W North St Wooster, OH 44691 GSD Accounting 100 N. 15th Ave., Suite 202 Phoenix, AZ 85007 Brian McNealy SVP, Global Commercial Sales Annapolis, MD Attn: Wes Hill, Director 351 14th Street Ambridge, PA 15003 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 Subcontractor Invoice PO Box 110265 Durham, NC 27709 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 7500 College Blvd. Suite 500 Overland Park, KS 66210 120 West 45th St., 25th Floor New York, NY 10036 Eagleville, PA 19403 600 Six Flags Drive Suite 160 Arlington, TX 76011 679 Encinitas Blvd. Suite 211 Encinitas, CA 92024 c/o Debby Garrett PO Box 729 Belton, TX 76513 591 Fortress Blvd Murfreesboro, TN 37128-4129 911 Saddletree Ct San Antonio, TX 78231 58 Davies St. Mayfair, London W1K5JF 1829 Sam Houston Liberty, TX 77575 PO Box 69180 Harrisburg, PA 17106 PO Box 69180 Harrisburg, PA 17106 PO Box 227 Goldsboro, NC 27533 OK 73126 Municipal Public Safety Communications Consortium (MPSCC) DOT/National Highway Traffic Safety Administration (NHTSA) CTCOG (Central TX Council of Gov'ts) Planning & Regional Vorth Central Texas Trauma Regional Advisory Council Nayne County OH Emergency Management Agency Southeastern Pennsylvania Regional Task Force Centre County 9-1-1/Emergency Communications Centre County 9-1-1/Emergency Communications Fulton County Emergency Management Agency Lower Rio Grande Valley Development Council Rutherford County Emergency Comm. District City of Parma, Ohio Public Safety Department Commonwealth of Pennsylvania - PO Invoice Shelby County TN Emergency Comm. District Commonwealth of Pennsylvania - PO Invoice -ee County FL 911, Division of Public Safety Wayne County Office of Emergency Services Oak Creek City Hall - Office of the City Clerk Weakley County Emergency Comm District KGB Media, LLC, dba RedFlash Group Nebraska Public Service Commission North Central Texas Council of Gov'ts. North Central Texas Council of Gov'ts. **TeleCommunications Systems (TCS)** Vebraska Public Service Commission Beaver County Emergency Services Butler County Emergency Services Bexar Metro 9-1-1 Network District Vorthern Virginia Hospital Alliance City of Memphis Police Services Scientific Research Corporation Medina County Sheriff's Office Swain County, North Carolina Fitch and Associates LLC Stewart County Georgia Computer Aid Inc. (CAI) Perry County PA EMA DuPage County ETSB Haywood County 911 EM Corporate Offices 911 Datamaster, Inc. Cambria County PA Venango County PA Coleman Research Liberty TX, City of Dare County, NC Arizona, State of AlphaSights Ltd. NCTTRAC)

(828) 488-2196 emergencyservices@swaincountync.g (901) 380-3900 rchiozza@shelbycounty911.org Linda.Zerwin@dupageco.org (440) 855-8860 scullins@cityofparma-oh.gov (602) 542-0911 Barbara.Jaeger@azdoa.gov rmelnyk@co.cambria.pa.us (814) 355-6800 dineff@centrecountypa.gov (760) 632-8280 jknight@redflashgroup.com (414) 766-7615 sanderson@oakcreekwi.org ericr@911datamaster.com (724) 284-5211 sbicehou@co.butler.pa.us 724) 775-1700 whill@beavercountypa.gov (828) 356-2737 CMorgan@haywoodnc.net (814) 432-9509 dbrick@co.venango.pa.us (330) 764-3625 jmeredith@medinaco.org (610) 631-6500 tsulliva@montcopa.org (254) 770-2381 mark.collier@ctcog.org (330) 262-9817 jvillegas@wcjcohio.org (402) 471-3101 jpursley@pbanda.com (202) 366-2705 laurie.flaherty@dot.gov (817) 607-7002 hhufham@ncttrac.org ssmith@rcecd911.org (717) 485-3201 rstrait@co.fulton.pa.us (402) 471-3101 jpursley@pbanda.com (817) 695-9204 cwilliams@nctcog.org Linda.Bailey@iem.com (210) 408-3911 bill@BexarMetro.com (252) 475-5705 almeyg@darenc.com Rechkemmer, Matt (239) 533-3908 MATT@leegov.com (956) 682-3481 knjines@lrgvdc.org (717) 582-2131 rfultz@perryco.org (561) 799-445 Chiozza, Raymond Bicehouse, Steve Meredith, Jonelle Jaeger, Barbara Williams, Christy Breedlove, David Morgan, Chanda Anderson, Steve O'Connor, Kevin Villegas, Joseph Jones, Kenneth Cullins, Shelley Mike Monroney Aero Center Accounts Payable Branch, AMZ-150 PO Box 268911 Oklahoma City, Flaherty, Laurie Hufham, Hank Melnyk, Robbin Sullivan, Tom Buchholtz, Bill Zerwin, Linda Collier, Mark Regnier, Eric Smith, Steve Bailey, Linda Pursley, Jeff Brick, Diona Gray, Almey Knight, Jake Strait, Ruth Pursley, Jeff Hill, Wesley Fultz, Rich Neff, Dale Dept. of Emergency Services Attn: Robbin Meinyk, 9-1-1 Coordinator 401 Candlelight Drive, Suite 100 Ebensburg, PA 1303-1499 Attn: Ridh: Huiz Director 2 E, Main St., Box 37 New Bloomfield, PA 17068 c/o Chief Robert Mangold, Chairman Atlantis Police Department 260 Orange Tree Drive Atlantis, FL 33462 Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488 Attn: Raymond Chiozza, Exec. Director 3150 Lenox Park Blvd., Suite 108 Memphis, TN 38115 c/o Jonelle Meredith, Communications Supervisor 555 Independence Drive Medina, OH 44256 Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488 c/o County of Montgomery Department of Public Safety Attn: Rich Holmes 50 Eagleville Road Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233 c/o Stewart County Board of Commissioners Attn: Joe Lee Williams, Chairman PO Box 157 Lumpkin, GA 31815 Attn: Matt Rechkemmer, 9-1-1 Coordinator PO Box 398 Fort Myers, FL 33902-0398 141111-POL Executive Administration 201 Poplar, Room 12-00 Memphis, TN 38101 Attn: Kristin Nickerson 10332 Main Street, #273 Fairfax, VA 22031

Venango County 2015 Consulting Memphis PD Radio System Procurement King County WA NG911 Implementation Evaluation	Venango County PA Memphis Police Department King County Accounts Payable
SCRA - Charleston County, SC EShet Implementation Support Fairfax County VA NG911 Consulting	Advanced Technology International (SCRA) Fairfax County, VA
Tarrant County TX Near Term Initiatives Implementation Support Richmond County NC Grant & Consolidation Consulting	Tarrant County, Texas EAD Richmond County, NC
Armstrong County PA PSAP Regional Shared Services Assessment	Armstrong County PA
Greene County PA PSAP Regional Shared Services Assessment	Greene County PA
Graham County NC Grant Application Assistance & PSAP Relocation	Graham County, NC
Martin County NC Grant Application Support & New Facility Tech Refresh	Martin County, NC
Hyde County, NC Grant Application Support	Hyde County, NC
Wayne County NC Grant Application Support	Wayne County Office of Emergency Services
Schrader Dare County NC AV Consulting & Design Services	Schrader Group Architecture LLC

Beaver County, PA PSAP Regional Shared Services Assessment Indiana County, PA PSAP Regional Shared Services Assessment Cambria County PA PSAP Regional Shared Services Agreement Sanford, NC PSAP Operations, Equipment & Staffing Review

Rutherford NC Grant Assistance & Program Management

Somerset County PA PSAP Regional Shared Services Assessment CTCOG 9-1-1 Data & Process Assessment VDEM - Strategic Planning Roadmap PA State Police ITB Development

CCSF SFDEM NG9-1-1 Telephone System Replacement Project Consultant Butler County, PA Radio Communications System Assessment

Highland Village TX Radio Assessment

Dallas TX NG9-1-1 System Planning & Implementation Consulting Fayette County, PA Regional Assessment

City of Philadelphia ESInet Integration VITA 911 Comprehensive Plan

Westmoreland County PA Regional Shared Services Assessment Centre County PA 9-1-1 General Consulting

Westmoreland County, PA Router Installation SEPARTF ALPR Implementation & Services Durham Police Dept Headquarters Complex Medina County, OH Licensing Support Minnesota NG911 Support 2015

Cambria County, PA PSAP & ESInet Extension

Lower Rio Grande Valley Development Council NG9-1-1 Migration Support Lee County, FL Radio System Maintenance Fairfax County, VA GDX

Charlotte NC Tactical Interoperability Communications Plan Capgemini TX - CSEC Test Lab Support Services Moseley - Rockbridge VA EOC Space Analysis Horry County SC Consulting Services Broward County, FL Radio Network

(843) 915-5380

Norris, Amy

Attn: Tammy Elliot, Office Manager 2560 Main St., Suite 7 Conway, SC 29526 CTCOG (Central TX Council of Gov'ts) Planning & Regional Centre County 9-1-1/Emergency Communications Lower Rio Grande Valley Development Council Commonwealth of Pennsylvania - PO Invoice Somerset County Emergency Services Capgemini Government Solutions LLC Beaver County Emergency Services Butter County Emergency Services Schrader Group Architecture LLC Sanford Police Communications -ee County Finance Department Broward County FL Commission Minnesota Dept of Public Safety Cleveland Communications, Inc. City & County of San Francisco O'Brien/Atkins Associates, PA Westmoreland County PA Westmoreland County PA Horry County, SC Offices Highland Village, City of Computer Aid Inc. (CAI) Computer Aid Inc. (CAI) Rutherford County NC City of Charlotte - AP City of Dallas, Texas Cambria County PA Cambria County PA Indiana County, PA Fairfax County, VA ^zayette County PA Moseley Architects SEPA Task Force SEPA Task Force Services

(828) 287-6050 Tammy. Aldridge@rutherfordcountync. 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Main St., 4th Floor Uniontown, PA 15401 Attn: Dale Neff, Director 420 Holmes St. Willowbank Office Building Bellefonte, PA 16823-1488 Attn: Vijay Sood, DPSC FCG - Accounts Payable PO Box 1147/ML959595 Fairfax, VA 22038-1147 Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning, PA Graham Courty Finance Office Attn: Mike Edwards, County Manager 12 North Main St. Rebthinsville, NO: 20171 Attn: David Bono, Courty Manager 305 East Main Street PO Box 668 Williamston, NC 27892 Emergency Management Agency Attn: Thomas Stutzman 85 Haven Drive Indiana, PA 15701 Attn: Jun Chen Department of Emergency Management 1011 Turk Street San Francisco, CA Attn: Bill Rich, County Manager 30 Oyster Creek Road PO Box 188 Swan Quarter, NC 27885 Greene County Ernergency Management Attn: Greg Leathers, Director 55 W. Greene St. Waynesburg, PA 15370 Richmond County Emergency Services c/o Donna Wright, Director 319 S. Lawrence St. Attn: Accounts Payable 1765 Greensboro Station Place, Suite 300 McLean, VA 22102 Emergency Comm. Network Div. 444 Cedar St., Ste 137 St. Paul, MN 55101-5137 Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111 Attn: John O'Conner Radio Maintenance 79 S. Flicker St. Memphis, TN 38112 Attn: Crystal Balboa, Finance Dir. 301 W. Railroad St. Weslaco, TX 78596 Attn: Christy Butcher 470 Friendship Dr., Suite 300 Harrisburg, PA 17111 Attn: Christy Butcher 470 Friendship Dr., Suite 300 Harrisburg, PA 17111 Attn: Accounts Payable PO Box 14740 Ft. Lauderdale, FL 33302-4740 c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 Attn: Wes Hill, Director 351 14th Street Ambridge, PA 15003 Attn: Greg Hauser PO Box 37979 Charlotte, NC 28237-7979 Attn: Richard B. Lohr 100 E. Union St. Somerset, PA 15501 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 M/S MLK-ES-0320 401 Fifth Avenue Seattle, WA 98104 161 Leverington Ave Suite 105 Philadelphia, PA 19127 Attn: Tony Bell 3200 Norfolk St. Richmond, VA 23230 240 N. Washington Street Rutherfordton, NC 28139 PO Box 12037 Research Triangle Park, NC 27709 c/o Debby Garrett PO Box 729 Belton, TX 76513 5220 Hauserman Road Parma, OH 44130 315 Sigma Drive Summerville, SC 29486 50 Eagleville Road Eagleville, PA 19403 50 Eagleville Road Eagleville, PA 19403 PO Box 69180 Harrisburg, PA 17106 PO Box 227 Goldsboro, NC 27533 1500 Marilla St Dallas, TX 75201 Rockingham, NC 28379 94103 16201 15601

Port of Pittsburgh Commission's Wireless Waterway Project Perry County PA Radio Communication System Pardoe's Montour Ridge Antenna Tower Project Wake County, NC Radio System Replacement Denton TX, Organizational Assessment Michigan Public Safety Broadband

Mercer County, PA Regional Assessment for 9-1-1 Services Mitchell County NC Professional Consulting

East Harris Dispatch Construction and Operations Fayetteville NC PSAP Co-Location Study

Amtrak Philadelphia PA, Police Dept Move (RFQ 111 5187)

NCTCOG Strategic Consulting Projects 2016 - 2017 Bedford County PA - NG911 Services Fulton County NG911 Services

Blair County PA Shared Services Implementation Support Fulton County PA- Radio System Implementation Huntingdon County, PA - NG911 Services Arizona FirstNET Consulting Services IEM - FEMA CSEPP Consulting

Fleming Arch. Memphis PD Backup PSAP Renovation Consulting Pasquotank County NC - Radio Communications Consulting Lexington-Fayette Phase II Operations Center Renovation Fairview Hts/O'Fallon IL - PSAP Assessment Richmond County, NC, PSAP Consolidation National 911 Program - NG911 Cost Study IL E911 Consolidated Dispatch Center Silverlake Management Consulting Region 13 Managed Services Plan

National Capital Region - NG9-1-1 Program Management NVHA/NCR CAD to CAD Strategic Plan (NVERS) PEMA Next Generation 911 Support Plan

Montgomery County PA Technology Project Management Huntingdon Cnty PA 2016 - 2018 911 Consulting Wayne County, PA Broadband Network Butler County PA 2016 Consulting

Motorola/Montgomery County MD CPE Solution- Project Management - CPE Solution Lubbock County TX - Radio System Upgrade/Replacement Feasibility Study Wake County NC - CAD/Mobile Data Systems Consulting Venango County PA-CAD System Technical Support Moon Twp PA - Police Communications Assessment Martin County, NC - PSAP Feasibility Study Northern Virginia Fire & EMS Assessment Brazos/TriCOG General Consulting Clark County KY FCC Licensing

Iredell County, NC - Emergency Communications Center Consultant Armstrong County PA - Managed Services - Year 1 Venango County PA 2016 General Consulting

New Hampshire FirstNET

DOT/National Highway Traffic Safety Administration (NHTSA) Fulton County Emergency Management Agency Fulton County Emergency Management Agency Lexington Fayette Urban County Government Commonwealth of Pennsylvania - PO Invoice Nake County, NC Finance/Procurement Huntingdon County, PA Commissioners Brazos Valley Council of Governments North Central Texas Council of Gov'ts. Vew Hampshire Department of Safety Arizona Department of Administration Fleming Associates Architects, P.C. Fayetteville, City of, North Carolina Pasquotank County Sheriff's Office Butler County Emergency Services Northern Virginia Hospital Alliance Northern Virginia Hospital Alliance Moon Township Police Department Consulting Gateway Corporation Port of Pittsburgh Commission O'Fallon Dept of Public Safety Pardoe's Perky Peanuts, Inc. Nake County IS Department Motorola Accounts Payable Clark County Fiscal Court Bearcom Operating LLC Montgomery County, PA -ubbock County Auditor Huntingdon County, PA East Harris County, TX Perry County PA EMA Region 13 Task Force Richmond County, NC IEM Corporate Offices Armstrong County PA Silver Lake Partners Venango County PA Venango County PA Mitchell County, NC Bedford County PA Nayne County, PA Martin County, NC ^zairfax County, VA Mercer County PA Blair County PA redell County Denton Texas Amtrak

(724) 543-2500 dkbattaglia@co.armstrong.pa.us (704) 878-5353 david.saleeby@co.iredell.nc.us Paulsgrove, Robin Williams, Christy Seamon, Gregory Bicehouse, Steve Sumbera, Jimmy Ostendorf, Darryl Barefoot, Ronnie Grossie, Michael Epperson, Gary Battaglia, David Hartmann, Jim Jannetti, Frank Flaherty, Laurie Saleeby, David Faver, Pamela Vorhees, Ted Wright, Donna Mateff, Robert Attn: Tanesha Sherrod, DIT Admin FCG - Accounts Payable PO Box 1147 Fairfax, VA 22038-1147 Conry, Thomas Hartmann, Jim Martinez, Dina Corrigan, Zac Sullivan, Tom O'Korn, Gary Wagner, Christopher Pardoe, Carl Botjer, Vicky Bone, David Corley, Pam Taylor, Mark Snider, Sue Brick, Diona Bucci, Mary Strait, Ruth Fluke, Dean Strait, Ruth Curtis, Rick Brick, Diona Long, Jack Fultz, Rich Pitt, Anita Dell, Tim Attn: Commission Chairman Commissioner's Office 233 Penn St, Bailey Building Huntingdon, PA Emergency Services Joint Powers Board c/o Jimmy Sumbera 16010E Ridlon Street Channelview, National Railroad Passenger Corporation 2955 Market St. Suite 4N-203 Philadelphia, PA 19104 Emergency Services Attn: Harry Corley, 9-1-1 Coordinator 200 S Juliana St Bedford, PA 15522 Department of Public Safety Attn: Randy Brozenick, Director 131 Armsdale Rd. Kittanning, PA 16201 Attn: David Bone, County Manager 305 East Main Street PO Box 668 Williamston, NC 27892 Division of State Police Support Services Bureau Attn: Capt. Christopher J. Wagner 33 Hazen Attn: Kathy Young, Acting County Manager 26 Crimson Laurel Circle, Suite 2 Bakersville, NC Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233 Attn: Ruth Strait, 9-1-1 Coordinator 219 N Second St, Suite 106 McConnellsburg, PA 17233 Attn: Tom Wester Wake County Justice Center 301 S. McDowell St. 2nd Floor, Room 2902 ADOA, Office of Grants & Federal Resources 100 North 15th Avenue, 4th Floor Suite 401 Phoenix, AZ 85007 Richmond County Emergency Services clo Donna Wright, Diredor 319 S. Lawrence St. Recompany. No. 28379 Attn: Kristin Nidenson 10332 Main Street, #273 Fairfax, VA 22031 Attn: Frank Jannetti Department of Public Safety 205 S Erie St Mercer, PA 16137-1501 Department of Public Safety Attn: Rick Curtis 200 E. Main St. Lexington, KY 40507 Attn: Ruth Snair, Fiscal Dept. 233 Penn St Bailey Building Huntingdon, PA 16652 Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403 Clark County Court House 34 South Main St. Room #103 Winchester, KY 40391 Attn: Sheriff Randy Cartwright 200 E. Colonial Ave. Elizabeth City, NC 27909 Attn: Rachel Bello WCOB Mezzanine Level PO Box 550 Raleigh, NC 27602 Attn: Denise Drewry 5101 Wheeling Drive, Suite 215 Memphis, TN 38117 Attn: John Rudella 2775 Sand Hill Road, Suite 100 Menlo Park, CA 94025 Attn: Rich Fultz Director 2 E. Main St., Box 37 New Bloomfield, PA 17068 Attn: Keith Hill, PE, President 356 Maiden Creek Rd Fleetwood, PA 19522 Attn: Chief Eric R. Van Hook 285 N. Seven Hills Road O'Fallon, IL 62269 c/o Ms. Vicky Boljer, Chief Clerk 925 Court Street Honesdale, PA 18431 Attn: Kasey Betush 400 N Lexington St Suite 200 Pittsburgh, PA 15208 Attn: Carl Pardoe PO Box 90 143 Center Street Montandon, PA 17850 Attn: Pam Faver 4009 Distribution Drive Suite 200 Garland, TX 75041 Attn: Dept of Administration PO Box 5888 Arlington, TX 76005-5888 c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 c/o Diona L. Brick 1174 Elk Street, PO Box 831 Franklin, PA 16323 Attn: Kristin Nickerson 10332 Main Street, #273 Fairfax, VA 22031 Attn: Accounts Payable PO Box 10536 Lubbock, TX 79408-3536 Accounts Payable 215 East McKinney Denton, TX 76201-4299 Subcontractor Invoice PO Box 110265 Durham, NC 27709 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 4955 Steubenville Pike Suite 245A Pittsburgh, PA 15205 1200 New Jersey Ave. - NTI 140 Washington, DC 20590 Attn: Kristoff Bauer 433 Hay St. Fayetteville, NC 28301 Attn: Mark Taylor 615 Fourth Street Altoona, PA 16602 Attn: David Saleeby PO Box 788 Statesville, NC 28687 Attn: Anita Pitt P.O. Box 4128 Bryan, TX 77805-4128 1000 Beaver Grade Road Moon Township, PA 15108 PO Box 68429 Schaumberg, IL 60168 PO Box 69180 Harrisburg, PA 17106 Drive Concord, NH 03305 Raleigh, NC 27601 FX 77530 16652 8705

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Pasquotank County NC - Radio Communications Consulting - Drive Testing Maury County TN - PSAP Quality Assurance Program Memphis Camera Project Chester County PA - Integrated WebCAD Solution

Pasquotank County Offices

Butler County, PA - Radio Communications Consulting Butler County, PA - Radio Communications Consulting Julegiany County NC - PSAP Assessment Allegnary County NC - PSAP Assessment of Fallon/Fairview Heights PSAP Consolidation PH II SEPA ISSI Assessment & Integration Adams County, CO - PSAP Assessment Adams County, CO - PSAP Assessment Adams County, CO - PSAP Assessment Arizona FirstNET RFP Development Tarrant County, TX GIS Data Analysis Support Tarrant County TX GIS Data Analysis Support Cambria Cnty, PA - Network Resiliency Enhancements Cambria Cnty, PA - Network Resiliency Enhancements

Alexander County NC - PSAP Assessmeni Airbus WestCORE ESInet Support

Shelby County TN 911 District Orange County, VA - PSAP Assessment

Nebraska Director Hiring Assistance Investment 360 Butler County, PA Hub Relocation Kansas 800 Mhz Radio System Study

Hillsborough County Fire Department Columbia/Montour PSAP Consolidation Support Indiana County PA R-CAD System Support Catawba County NC - AV RFP Support Indiana County PA Fiber Optic Mapping for Alternate Network Design NCR GDX 2016 - 2017

SCRA - Greenwood County SC Wireless Testing Nebraska NG911 General Consulting Nebraska Master Strategic Plan Nebraska Wireless Integrity Testing - Yr 1 CSEC Connections Newsletter TX CSEC ESInet Interoperability Policies Montgomery County PA Implementation & Technology Support

Hanover NH PSAP Assessment

Northern Virginia Phase II Fire & EMS Assessment Collier County FL GIS Assessment Lee County FL ESInet Consulting Tri-Com Central Dispatch - IL - Technology Plan Development IBM - Project Omega IBM - Project Omega Lee County FL - Ft Myers Police Dept PSAP Study SEPARTF ALER Network Managed Services

IBM Global Technology Services

-ee County Finance Departmen

⁼airfax County, VA

SEPA Task Force

AcrolNJ Interoperable Communications Bureau Consultant Support Request Elyria OH PSAP Relocation Assessment Phoenix AZ Police Department Mutti-Node Depbyment Technical Review Region 13 PA - Lifeoyde Managed Services - Year 2 PA Tumpke LMR Consultant - Fiber Initiative

Texas Commission on State Emergency Communications Fexas Commission on State Emergency Communications Northern Virginia Emergency Response System (NVERS) Maury County TN Emergency Communications District Shelby County TN Emergency Comm. District Chester County Dept of Emergency Services Adams County, CO Communications Center Carbon County Communications Center Holmes Hepner & Associates Architects Alexander County 911 Communications Umatilla Morrow Radio & Data District Kansas Department of Transportation Nebraska Public Service Commission Vebraska Public Service Commission Nebraska Public Service Commission Vebraska Public Service Commission Butler County Emergency Services East Central Emergency Network Catawba County, North Carolina City of Memphis Police Services -ee County Finance Department Hanover NH Police Department O'Fallon Dept of Public Safety Collier County Sheriff's Office Arizona Dept of Public Safety Farrant County, Texas EAD Airbus DS Communications Montgomery County, PA **Iri-Com Central Dispatch** Alleghany County, NC Cambria County PA Indiana County, PA Orange County, VA Indiana County, PA Fairfax County, VA SEPA Task Force Investment 360 (CSEC) SCRA CSEC) SCRA

Acro Service Corp Elyria OH Police Department Arizona, State of Region 13 Task Force PA Tumpike Commission

cmoran@county.allegheny.pa.us

(602) 542-0911 Barbara.Jaeger@azdoa.gov

(440) 322-3329

Showalter, Larry Jaeger, Barbara

MSP Program Office - SONJ 39209 West Six Mile Road, Suite 250 Livonia, MI 48152

Attn: Kasey Betush 400 N Lexington St Suite 200 Pittsburgh, PA 15208

GSD Accounting 100 N. 15th Ave., Suite 202 Phoenix, AZ 85007

18 West Ave. Elyria, OH 44036

Attn: Invoice Processing PO Box 67676 Harrisburg, PA 17106-7676

Moran, Chris

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Director 3150 Lenox Park Blvd., Suite 108 Memphis, TN 38115 Attn: Rodney Bunch, County Manager 206 E. Main St., PO Box 309 Elizabeth City, NC 27909 Emergency Management Agency Attn: Thomas Stutzman 85 Haven Drive Indiana, PA 15701 Emergency Management Agency Attn: Thomas Stutzman 85 Haven Drive Indiana, PA 15701 Attn: Shawn Halsey, District Administrator 4700 NW Pioneer Plaza Pendleton, OR 97801 141111-POL Executive Administration 201 Poplar, Room 12-00 Memphis, TN 38101 Topeka, KS 66612-1286 Kathy H. Hindman, Office Manager 601 S Boulevard, Suite 101 Tampa, FL 33606 Attn: Greg Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111 Dept. of Public Safety Attn: Michael Vest 50 Eagleville Road Eagleville, PA 19403 Attn: Gary Williams, Director 1264 Emergency Lane Nesquehoning, PA 18240 Attn: Director of Operations 333 Guadalupe St., Suite 2-212 Austin, TX 78701 Attn: Director of Operations 333 Guadalupe St., Suite 2-212 Austin, TX 78701 Attn: Mary Morrison 100-A South West Blvd. PO Box 389 Newton, NC 28658 Attn: Mark Gandee, Director 2907 Cayce Lane Columbia, TN 38401-5083 Attn: Chief Eric R. Van Hook 285 N. Seven Hills Road O'Fallon, IL 62269 c/o Eli Freidman, Principal 428 Clifton Ave, #100 Lakewood, NJ 08701 Attn: Joel Estes, Director 7321 Birch St. Commerce City, CO 80022 Accounts Payable Mail Drop 1360 PO Box 6638 Phoenix, AZ 85005 Applied Research Center 315 Sigma Drive Summerville, SC 29483 Applied Research Center 315 Sigma Drive Summerville, SC 29483 Attn: Nicola Tidey, E-911 Director PO Box 111 Orange, VA 22960 c/o Don Adams, County Manager PO Box 366 Sparta, NC 28675 Accounts Payable 3319 Tamiami Trail East Naples, FL 34112 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 c/o Steve Bicehouse 120 McCune Drive Butler, PA 16001 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 Attn: Executive Director PO Box 94927 Lincoln, NE 68509 4660 La Jolla Village Drive Suite 300 La Jolla, CA 92122 Attn: Chief Dennis 46 Lyme Road Hanover, NH 03755 3823 Karl Madsen Drive Saint Charles, IL 60175 4975 Alliance Drive, 2E-420 Fairfax, VA 22030 PO Drawer 2238 Fort Myers, FL 33902-2238 PO Drawer 2238 Fort Myers, FL 33902-2238 50 Eagleville Road Eagleville, PA 19403 50 Eagleville Road Eagleville, PA 19403

Amtrak Preliminary Consulting IEM - FEMA CSEPP FY 2017

Santa Cruz CA CAD Replacement Project Facilitation Tarrant County TX CPE Implementation Support Cobb County GA Lifecycle Managed Services Minnesota NG9-1-1 Deployment Assistance

IEM Corporate Offices Amtrak Minnesota Dept of Public Safety Tarrant County, Texas EAD Santa Cruz Regional 9-1-1 Cobb County, Georgia

Petrey, Greg (817) 820-1188 gpetrey(@tr5)1.0rg Kidd, Dennis (831) 471-1033 dennis@scr611.0rg Davidson, Destiny (770) 499-4164 destiny davidson@cobbcounty.org (410) 569-9552 Jack Long@iem.com (215) 349-1287 Wahlberg, Dana Pressman, Ann Long, Jack National Railroad Passenger Corporation 2955 Market St. Suite 4N-203 Philadelphia, PA 19104 Attm: Grag Petrey, Executive Director 2600 Airport Freeway Fort Worth, TX 76111 Attm: Demis Kudi, General Manager 495 Upper Park Rd Santa Cruz, CA 95065 Cobb County Georgia Purchasing Department 122 Waddell St. Waddell, GA 30060 Emergency Comm. Network Div. 444 Cedar St, Ste 137 St. Paul, MN 55101-5137 Subcontractor Invoice PO Box 110265 Durham, NC 27709

(651) 201-7550 dana.wahlberg@state.mn.us

EXHIBIT "C"

CONSULTANT'S SCOPE OF WORK CLARIFICATION TO CITY RFQ SOLICITATION NO. 2016-9-185

Attachment to City of Allen Agreement for Consulting Services

This attachment provides an overview of tasks, a pricing breakdown by task and assumptions related to delivery of the scope of work.

Task Overview

Phase 1

Project Kickoff

MCP and the City review the scope, timing and project plan to ensure alignment. Adjustments are made as necessary.

Stakeholder Meetings

MCP facilitates meetings with command staff and user focus groups to understand their specific needs as it relates to CAD and RMS. Local requirements are captured for inclusion in the RFP.

- Assess likes/dislikes of current system
- Assess needs for future system
- Achieve buy-in of staff and other stakeholders

Develop Technical Specifications

Specifications are documented in RFP format.

Stakeholder Consensus Meetings

MCP facilitates follow-up meetings with stakeholders using the RFP formatted information to ensure the accurate capture of requirements. Specifications are updated as required.

RFP Development

Specifications are incorporated into the RFP document layout along with City provided terms and conditions. A technical review of the specifications is completed by MCP subject matter experts and the document goes through MCP's quality assurance (QA) process.

MCP provides a list of potential vendors.

Phase 2

Support Procurement Process Vendor Pre-proposal Conference After the RFP is released, but prior to the response due date, MCP assists the City in the facilitation of a meeting of interested vendors to clarify requirements and answer vendor questions. MCP document minutes from the meeting.

Proposal Assessment Tool & Training

MCP provides a Microsoft Excel based tool for recording and calculating evaluation scores. MCP trains the City's evaluation team on the use of the tool.

Phase 3

Support Proposal Evaluation Process

MCP reviews proposals to determine technical compliance to requirements and utilizing experience from other projects ensures responses are consistent. During the scoring process MCP functions as a technical resource.

Support Oral Interviews and Demonstrations

- Assist with organizing and participate in demonstrations
- Assist with organizing and participate in oral interviews
- Serve as technical support and adviser to oral interviews

Contract Execution and Execution

Using industry knowledge MCP ensures the vendor provides the City with compliant systems, competitive pricing and favorable terms such that the City receives the best value for their investment.

Pricing Breakdown

This pricing per task is provided based on MCP's current understanding of the requirements and the City's processes. As the project progresses it may be necessary to shift funding between tasks, however MCP will not exceed the fixed fee total quoted for this scope of work.

Task	Description	Fee		
1	Project Kickoff	\$4,404.00		
2	Stakeholder Meetings	\$13,234.67		
3	Develop Technical Specifications	\$12,185.00		
4	Stakeholder Consensus Meetings	\$6,010.00		
5	RFP Development	\$9,162.00		
6	Support Procurement Process	\$6,232.59		
7	Proposal Assessment Tool & Training	\$3,515.00		
8	Support Proposal Evaluation Process	\$13,591.00		
9	Support Oral Interviews and Demonstrations	\$14,004.17		
10	Contract Negotiations and Execution	\$12,284.57		
	Grand Total	\$94,623.00		

Assumptions

- The scope includes procurement process through contract execution; i.e. signing by both parties; for Computer Aided Dispatch (CAD) and Law Enforcement Records Management System (RMS)
 - Requirements for the CAD and RMS will be released as one RFP with the option for vendors to respond to one or both sets of requirements
 - The scope of this contract covers negotiation and execution of a maximum of two separate contracts; one for CAD and a second for RMS.
- The initial stakeholder meetings will be scheduled to take place in conjunction with the project kickoff meeting and will be conducted within consecutive days.
- Vendor demonstrations and agency site visits will occur within the state of Texas.
- When mutually agreed, meetings may be held by teleconference to facilitate participation of Consultant support staff.
- The City will provide standard contract terms and conditions for inclusion in the RFP.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017	
SUBJECT:	Authorize the City Manager to Execute a Contract Amendment with Tyler Technologies for Incode Court Case Management and Document Management Software and Services for an Amount of \$290,844.	
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer Eric Matthews, Information Technology Director Kevin Cameron, Information Systems Project Manager Debra Morris, Purchasing Manager	
PREVIOUS COUNCIL ACTION:	On January 14, 2014, Council authorized the City Manager to execute a contract with Tyler Technologies Inc. for Administrative Systems Software for all City administrative functions for the amount of \$1,816,928.82.	
ACTION PROPOSED:	Authorize the City Manager to Execute a Contract Amendment with Tyler Technologies for Incode Court Case Management and Document Management Software and Services for an Amount of \$290,844.	

BACKGROUND

The current software used for Municipal Court is over ten years old and is in need of replacement. Functionality is limited and efficiencies of the Court will be greatly improved with implementation of Tyler Technologies' Municipal Court Software system. In addition to integration with the current Tyler applications, the Incode Court Case Management and Document Management Software has been developed and tailored specifically for Tyler's public sector, local government clients. The software program will:

- Streamline, automate, and integrate business processes and practices;
- Provide tools to produce and access information in a real-time environment;
- Enable and empower users to become more efficient, productive and responsive.

BUDGETARY IMPACT

Court Technology funds will be utilized to make the purchase in the amount of \$290,844.00.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute a contract amendment with Tyler

Technologies for Incode Court Case Management and Document Management Software and Services for an amount of \$290,844.

MOTION

I make a motion to authorize the City Manager to execute a contract amendment with Tyler Technologies for Incode Court Case Management and Document Management Software and Services for an amount of \$290,844.

ATTACHMENTS:

Contract Amendment Tyler Agreement



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and 5519 53rd Street, Lubbock, Texas 79414, and the City of Allen, with offices at 305 Century Parkway, Allen, TX 75013 ("Client").

WHEREAS, Tyler and Client are parties to an agreement effective January 16, 2014 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS Client desires to amend the Agreement to add the products, licenses, and services listed herein;

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

- 1. <u>Definitions</u>. The following definitions shall apply to this Amendment:
 - "Amendment Investment Summary" means the agreed upon cost proposal for the software, products, and services attached hereto as <u>Exhibit A</u>.
 - "Web Services Hosted Application Terms" means the terms and conditions identified in the hosted application, a copy of which is attached as <u>Exhibit B</u>.
 - "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 <u>Exhibit C</u>.
- 2. <u>Products Added</u>. The hardware, software, services, and support itemized in the Amendment Investment Summary are hereby added to the Agreement as of the Amendment Effective Date.
- 3. Payment Terms.
 - a. License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date
 - b. Maintenance and Support Fees are due upon ninety (90) days of delivery of the Tyler Software, and annually thereafter on the anniversary of that date. Maintenance and Support Fees for the initial year are as listed in the Amendment Investment Summary. Fees for subsequent years are at Tyler's then-current rates.
 - c. *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

- d. *Hosting Fees*: Hosting Fees for the Hosting Services are invoiced annually in advance upon the Client's first use of the hosted software in live production use, and at our then-current rates on each anniversary thereof.
- 4. <u>Effect on Terms</u>. All terms and conditions not herein amended or superseded shall remain in full force and effect and shall govern this Amendment.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	City of Allen
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



Exhibit A Amendment Investment Summary

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

[The remainder of this page is intentionally left blank.]

Investment Summary Eric Cannon City of Allen



Prepared for:	City of Allen	Contract ID # : 2017-0005
Contact Person: Address:	Eric Cannon 305 Century Parkway	Issue Date: 12/29/16
Phone: Fax:	Allen, TX 75013 214-509-4626	Sales Rep: L. Midk
Email:	ecannon@cityofallen.org	Tax Exempt: Yes / No

	Soft	ware License Payn	nents			
Product, Service & Equipment	Upon Execution	Upon Available Download Date	Upon Earlier Of*	As Delivered	Totals	Annual Fees
Total Hosted (Online) Applications		800			800	11,200
Total Applications Software License Fees - INCODE Court Case Management Suite License Fees - INCODE Document Management Suite	39,663 4,599	95,190 11,036			158,650 18,394	33,390 3,320
Total Professional Services Implementation Project Management & Final Implementation Data Conversion				40,000 25,000 48,000	40,000 25,000 48,000	
Totals	44,261	107,026	26,557	113,000	290,844	47,910

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.

Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.



Software Licenses Eric Cannon

City of Allen December 29, 2016

December 29, 2016			Estimated		Estimated	
pplication Software	QTY	Hours	Services	License Fee	Services	Annual Fe
Incode Court Case Management Suite				158,650	31,000	33,39
Criminal Court Case Management		160	20,000			
Tyler Jury Module -Included		60	7,500			
Cashiering		28	3,500			
Incode Scheduling		Included	Included			
(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)						
Officer Scheduling		included	included			
Officer Email Notification (Generic Interface)		Included	Included			
Brazos Citation Issuing Device Interface To/From		Included	Included			
Texas TLETS Warrant Interface		Included	Included			
DMV/Scofflaw Program Interface (TX Only)		Included	Included			
(Import or Export of Citations/Warrants/Dispositions)						
General Ledger (non-Incode) Interface- Munis No Charge		Included	Included			
Jury Data Import (Generic Interface)		Included	Included			
Collection Agency Export Interface- MVBA		Included	Included			
Incode Content/Document Management Suite				18,394	9,000	3,32
-				10,004	3,000	5,5
Incode Printing and Reporting Solutions		المعاد بالمعا	المعادينا معا			
Secure Signatures (includes 2 signatures)	40	Included	Included			
Each Signature (scan and prepare for use)	13	Included	Included			
Output Director						
Output Director		8	1,000			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel,						
Email Output Channel)						
Content Management						
Tyler Content Manager Standard Edition (TCM SE)		64	8,000			
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR,						
Content Manager for Incode Applications)						
Professional Services					25.000	
Professional Services					25,000	
Final Implementation		80	10.000			
Project Management		50	15,000			
Project Management			15,000			
Incode Application Subtotal		320	40,000	177,044	40,000	36,71
Professional Services		80	25,000		25,000	
Application and System Software Total		400	65,000	177,044	65,000	36,71





Professional Services

Eric Cannon City of Allen				technologie:					
December 29, 2016				Estimated					
Conversion Services	QTY	Programming Fee	Hours	Services	Conversion Fee				
Court Applications					48,000				
Court Case Management Court - Basic Case Data		17,750	24	3,000					
Warrants & Judgements		5,500	8	1,000					
Fee Instance , Payment Plans, Restitution		17,750	24	3,000					
Images not included									
Conversion Services Total		41,000	56	7,000	48,000				



Hosted Applications



Eric Cannon Sity of Allen					technologies
December 29, 2016 Service	QTY	Charges		Initial Year	Annual Fee
Citizen Portal					
One Time Setup Fee	1	800		800	
- Hardware Configuration					
- DNS registration					
INCODE Court Online Component					
Monthly support/maintenance fee		100	/month	1,200	1,200
- Display of citation/citations for payment			,	1,200	1,200
- Display of Payment Plans					
- Payment Options					
- Drivers Safety Course					
- Deferred Disposition					
- Make Payment					
- Collects plea from defendant					
- Security SSL (Secure Socket Layer)					
- Payment Processing - Credit Card					
Payment packet is created to be					
imported to Court System					
NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.					
Online Record Search					
Online Record Search				5,000	5,000
Online Jury				5 000	= 0.07
				5,000	5,000
Hosted Applications Total				12,000	11,200



INCODE Notification

Eric Cannon City of Allen December 29, 2016



INCODE Notification for Courts

INCODE Notification for Courts (\$.20 per call)

30,000 Annual Violations

- Defendant Notification by Phone - Call can be made for:

- Citation Issued
- Court Date Reminder
- Court Date Missed, Notify of Next Step
- Warrant Issued
- Payment Plan due date reminder
- Etc.

- Case updated after call

- Call taken live
- Left message
- No answer
- Court creates unique message for each call type
- Call message can be English or Spanish
- Call Attorney, rather than Defendant

Note: The Court will be billed for the cases in which calls are made. The Court will be billed by Tyler Technologies monthly for the calls conducted.

The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with setup and creation of campaigns.

- Trial offer is free for 30 days.
- Campaign is limited to a one year time frame.
- Both campaigns must be used within the 30 day time frame.
- If more than 2 campaigns are used, then customer will be billed for the additional campaigns.



Tyler On Demand - Tyler U

Eric Cannon City of Allen December 29, 2016

Service

Tyler On Demand - Tyler U

Tyler U Subscription

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org







Exhibit B Web Services – Hosted Application Terms

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

- 1. <u>Hosted Applications</u>. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. Utility Billing On-Line: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
 - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
 - 1.6. Accounts Receivable On-Line: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance,



contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- <u>Term</u>. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
- 3. <u>Nature of Website</u>. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
- 4. <u>Data Procurement</u>. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
- 5. <u>Limited License</u>. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
- 6. <u>Ownership of Data</u>. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
- 7. <u>Fees</u>. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.





Exhibit C Statement of Work

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Allen, Texas Eric Cannon 305 Century Parkway, Allen, TX 75013

Prepared by:

Lee Midkiff 5519 53rd Street, Lubbock, TX 79414 Tyler Technologies, Inc. www.tylertech.com



Table of Contents

1	EXE	ECUTIVE SUMMARY	16
	1.1	Project Overview	16
	1.2	Product Summary	16
	1.3	PROJECT TIMELINE	16
	1.4	PROJECT METHODOLOGY OVERVIEW	16
2	PRC	OJECT GOVERNANCE	17
	2.1	CLIENT GOVERNANCE	17
	2.1.	.1 Client Project Manager	17
	2.1.	.2 Steering Committee	17
	2.1.	.3 Executive Sponsor(s)	18
	2.2	Tyler Governance	18
	2.2.	.1 Tyler Project Manager	18
	2.2.	.2 Tyler Implementation Management	18
	2.2.	.3 Tyler Executive Management	18
	2.3	ACCEPTANCE AND ACKNOWLEDGMENT PROCESS	19
3	OVE	ERALL PROJECT ASSUMPTIONS	20
	3.1	Project, Resources and Scheduling	20
	3.2	DATA CONVERSION	20
	3.3	DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS	21
	3.4	HARDWARE AND SOFTWARE	21
	3.5	EDUCATION	21
4	IMP	PLEMENTATION STAGES	23
	4.1	Work Breakdown Structure (WBS)	23
	4.2	INITIATE & PLAN (STAGE 1)	25
	4.2.	.1 Tyler Internal Coordination & Planning	25
	4.2.	.2 System Infrastructure Planning	26
	4.2.	.3 Project/Phase Planning	27
	4.2.	.4 Project Schedule	28
	4.2.	.5 Stakeholder Presentation	29
	4.2.	.6 Control Point 1: Initiate & Plan Stage Acceptance	30
	4.3	Assess & Define (Stage 2)	31
	4.3.	.1 Fundamentals Review	31
	4.3.	.3 Current/Future State Analysis	32
	4.3.	.4 Data Conversion Planning & Mapping	33
	4.3.	.5 Standard 3rd Party Data Exchange Planning	34



	4.3.6	Modification Analysis & Specification, if contracted	35
	4.3.7	Forms & Reports Planning	36
	4.3.8	System Deployment	37
	4.3.9	Control Point 2: Assess & Define Stage Acceptance	38
4	.4 Bui	LD & VALIDATE (STAGE 3)	40
	4.4.1	Configuration & Power User Training	40
	4.4.2	Data Conversion & Validation	41
	4.4.3	Standard 3rd Party Data Exchange Validation	42
	4.4.4	Modification Delivery & Validation, if contracted	43
	4.4.5	Forms & Reports Validation	44
	4.4.6	Control Point 3: Build & Validate Stage Acceptance	45
4	.5 Fin/	al Testing & Training (Stage 4)	46
	4.5.1	Cutover Planning	46
	4.5.2	User Acceptance Testing (UAT)	47
	4.5.3	End User Training	48
	4.5.4	Control Point 4: Final Testing & Training Stage Acceptance	49
4	.6 Prc	DUCTION CUTOVER (STAGE 5)	50
	4.6.1	Final Data Conversion, if applicable	50
	4.6.2	Production Processing & Assistance	51
	4.6.3	Transition to Tyler Support	52
	4.6.4	Schedule Post-production Services, if applicable	53
	4.6.5	Control Point 5: Production Cutover Stage Acceptance	54
4	.7 Рна	ase/Project Closure (Stage 6)	55
	4.7.1	Close Phase/Project	55
	4.7.2	Control Point 6: Phase/Project Closure Stage Acceptance	56
5	ROLES A	AND RESPONSIBILITIES	57
5	.1 Tyli	er Roles and Responsibilities	57
	5.1.1	Tyler Executive Management	57
	5.1.2	Tyler Implementation Management	
	5.1.3	Tyler Project Manager	
	5.1.4	Tyler Implementation Consultant	
	5.1.5	Tyler Sales	
	5.1.6	, Tyler Software Support	
	5.1.7	Tyler Data Conversion Experts	
5	.2 Mu	INICIPAL COURT ROLES AND RESPONSIBILITIES	59
	5.2.1	Municipal Court Executive Sponsor	59
	5.2.2	Municipal Court Steering Committee	
	5.2.3	Municipal Court Project Manager	
	5.2.4	Municipal Court Functional Leads	
	5.2.5	Municipal Court Power Users	
	5.2.6	Municipal Court End Users	62



	5.2.7	Municipal Court Technical Support	.62
	5.2.8	Municipal Court Upgrade Coordinator	.63
	5.2.9	Municipal Court Project Toolset Coordinator	.63
	5.2.10	Municipal Court Change Management Lead	.63
6	GLOSSA	RY	.64
6 7		RY	



1 Executive Summary

1.1 Project Overview

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

The Project goals are to offer the City of Allen, Texas the opportunity to make the Municipal Court **more accessible and responsive** to external and internal customer needs and **more efficient** in its operations through:

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

1.2 Product Summary

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

[PRODUCT]	[FUNCTIONALITY]
Incode	Court
Tyler Content Manager	Document Management

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

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



2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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



2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the Municipal Court. If requested, the Tyler project manager(s) provide regular updates to the Municipal Court's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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



2.3 Acceptance and Acknowledgment Process

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

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



3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

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

3.2 Data Conversion

- The Municipal Court is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Municipal Court understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.



• During this process, the Municipal Court may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Municipal Court to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The Municipal Court will provide network access for Tyler modules, printers, and Internet access to all applicable Municipal Court and Tyler Project staff.
- The Municipal Court has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Municipal Court's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Municipal Court does not meet minimum standards of Tyler's published specifications.

3.5 Education

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



• Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

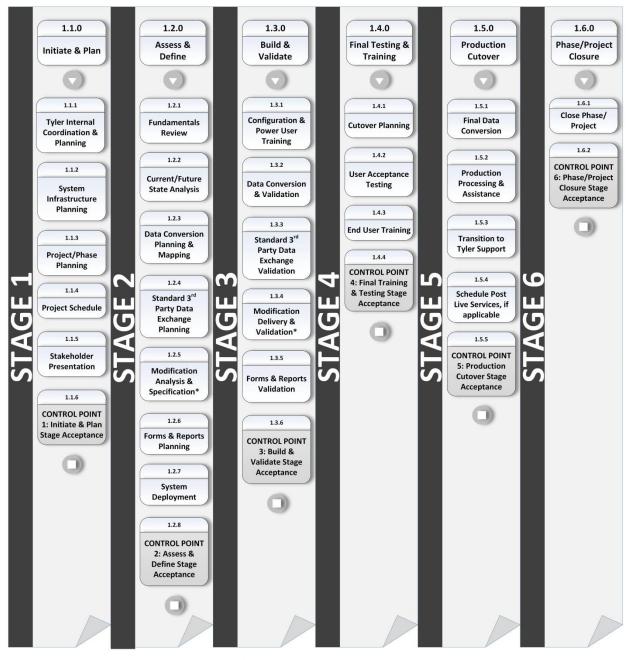


4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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





* - If included in project scope



4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

STAGE 1						Tyle	r In	tern	al C	oor	dina	tion	& F	lan	ning	5				
				Т	YLE	R								С	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	А	R	I						1			T								
Provide initial Project documents to Client	А	I	R						С			I								
Sales to Implementation knowledge transfer	А	I	R						С											
Internal planning and Phase coordination		А	R					С												



4.2.2 System Infrastructure Planning

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

RACI MATRIX KEY: \mathbf{R} = Responsible \mathbf{A} = Accountable \mathbf{C} = Consulted \mathbf{I} = Informed

STAGE 1						:	Syst	em	Infr	astr	uctu	ıre F	Plan	ning	g					
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			Ι					R	А			I						С		
Make hardware available for Installation			Ι					С				А						R		
Install system hardware, if applicable			Ι					С				А						R		
Complete system infrastructure audit			Ι					С				А						R		



4.2.3 Project/Phase Planning

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

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Ir	Iformed
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STAGE 1								Proj	ect/	'Pha	ise F	lan	ning	;						
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		А	R								Т	С	С			1				
Deliver implementation management plan		А	R									С	С	I						



4.2.4 Project Schedule

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

STAGE 1								P	Proje	ect S	Sche	edule	е							
				Т	YLE	R								С	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		А	R	Ι								С	Ι	Ι						
Deliver Project Plan and schedule for Project Phase		А	R	Ι						Ι	Ι	С	С	Ι	Ι	Ι				
Client reviews Project Plan & initial schedule			С							Ι	А	R	С	С		С				
Client approves Project Plan & initial schedule			I							I	А	R	С	С	I			I	Ι	I



4.2.5 Stakeholder Presentation

The Municipal Court stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

STAGE 1							S	take	ehol	der	Pre	sent	atio	n						
				Т	YLE	R								Cl	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project schedule and roles and responsibilities		A	R	I					I	I	T	С	I	I	I	I		I	T	I
Communicate successful Project criteria and goals			Ι							R	С	А	С	Ι	I	С	Ι	Ι		



4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

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

4.2.6.2 Initiate & Plan Stage Control Point Acceptance Criteria

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



4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

STAGE 2								Fun	dar	nen	tals	Rev	iew							
				Т	YLE	R								Cl	len	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	—								С	I		I				I	
Complete fundamentals materials review and prerequisites			Ι									А	R		Ι				С	
Ensure all scheduled attendees are present			Ι	Ι							А	R	С		I					
Facilitate fundamentals review			А	R								Ι	I		I					



4.3.3 Current/Future State Analysis

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

RACI MATRIX KEY: \mathbf{R} = Responsible \mathbf{A} = Accountable \mathbf{C} = Consulted \mathbf{I} = Informed

STAGE 2							Cur	rent	t/Fu	ture	e Sta	ate A	٩nal	ysis						
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Municipal Court, as applicable		А	R	I								С	I		I					
Conduct Current & Future State analysis			А	R								I	С	I	С					
Provide pros and cons of Tyler software options			А	R								Ι	С	Ι	С					
Make Future State Decisions according to due date in the Project Plan			I	I							С	А	R	I	С	I				
Record Future State decisions			А	R								I	С	I	С					



4.3.4 Data Conversion Planning & Mapping

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

STAGE 2						Dat	a Co	onve	ersic	on Pl	ann	ing	& N	1app	oing					
				Т	YLE	R								C	len	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			А	R	Ι							С	С		С			С		
Map data from Legacy System to Tyler system			I	С	I							А	С		С			R		
Pull conversion data extract			Ι		Ι							А	С		С			R		
Run balancing Reports for data pulled and provide to Tyler			Ι		Ι							А	С		R			Ι		
Review and approve initial data extract		А	Ι	С	R							Ι						Ι		
Correct issues with data extract, if needed			Ι	С	С							А	С		С			R		



4.3.5 Standard 3rd Party Data Exchange Planning

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

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

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

STAGE 2					Sta	anda	rd 3	Brd I	Part	y Da	ata E	Exch	ang	e Pl	ann	ing				
				Т	YLE	R								С	LIEN	ΙT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			А	R								С	I		I			С		
Define or confirm needed Data Exchanges			I	С								А	С		С			R		



4.3.6 Modification Analysis & Specification, if contracted

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

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

STAGE 2				М	odifi	cati	on A	Anal	ysis	& S	pec	ifica	tion	, if c	cont	ract	ed			
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			А	С			R					C	C		C			C		
Develop specification document(s)	А		Ι	С			R					Ι	Ι		Ι			I		
Review specification document(s); provide changes to Tyler, if applicable			Ι	С			С					А	R	Ι	С			С		
Sign-off on specification document(s) and authorize work			Ι				Ι				А	R	С	Ι	Ι			С		



4.3.7 Forms & Reports Planning

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

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Inf	ormed
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STAGE 2							Fo	orm	s &	Rep	orts	Pla	nnir	ng						
				Т	YLE	R								Cl	LIEN	IT				
TASKS	Tyler Executive Manager	Fyler Implementation Manager	Tyler Project Manager	Fyler Implementation Consultant	Fyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			А	R									С	Ι	С			Ι		
Review and complete Forms options and submit to Tyler			I			Ι						А	R		С					
Review in Scope Reports			А	R								I	С		С					
Identify additional Report needs			I	С								А	R		С					
Add applicable tasks to Project schedule		А	R	Ι		С						С	I		I			I		



4.3.8 System Deployment

The Tyler technical services team Installs Tyler Applications on the server(hosted or on-premise) and ensures the platform operates as expected.

STAGE 2								Sy	sten	n De	eplo	yme	ent							
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	А		Ι					R				I						С		
Ensure platform operates as expected	А		Ι					R				I						С		



4.3.9 Control Point 2: Assess & Define Stage Acceptance

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

4.3.9.1 Assess & Define Stage Deliverables

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



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



4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

STAGE 3						Cor	nfigu	urati	ion	& Po	owe	r Us	er T	rair	ing					
				Т	YLE	R								С	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			А	R								Ι	R		Ι					
Power User process and Validation training			А	R								Ι	С	I	С				I	
Validate configuration			Ι	С								А	С		R			С		



4.4.2 Data Conversion & Validation

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

STAGE 3							Dat	a Co	onve	ersio	on 8	د Val	lidat	ion						
				Т	YLE	R								C	LIEN	IT				
TASKS	Fyler Executive Manager	Fyler Implementation Manager	Fyler Project Manager	Fyler Implementation Consultant	fyler Data Conversion Experts	Fyler Forms & Reports Experts	Fyler Modification Programmers	Fyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A		C	R				Ľ)						С		
Complete initial review of data errors		А	Ι	С	R							Ι	Ι					С		
Review data conversion and submit needed corrections			I	С	I							А	С		R			С		
Revise conversion program(s) to correct error(s)		А	Ι	С	R							I	Ι		С			С		



4.4.3 Standard 3rd Party Data Exchange Validation

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

RACI MATRIX KEY: \mathbf{R} = Responsible \mathbf{A} = Accountable \mathbf{C} = Consulted \mathbf{I} = Informed

STAGE 3					Sta	nda	rd 3	rd P	arty	/ Da	ta E	xcha	ange	e Va	lidat	tion				
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			А	R								С	I	I	I			С	T	
Coordinate 3 rd Party Data Exchange activities			I	Ι								А	С		С			R		
Test all Standard 3 rd party Data Exchange(s)			I	С								А	С		R			С		



4.4.4 Modification Delivery & Validation, if contracted

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

STAGE 3				Ν	1odi	fica	tion	Del	iver	y &	Vali	idati	on,	if co	ontr	acte	d			
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		А	Ι	С	I		R					I	С	I	С			Ι		С
Test contracted custom program(s) in isolated database			Ι	С			С					А	С		R			С		
Report discrepancies between specification and delivered contracted custom program(s)			Ι	I			Ι					А	R		С			С		
Make corrections to contracted custom program(s) as required		А	Ι	С	Ι		R					Ι	С		С			Ι		



4.4.5 Forms & Reports Validation

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

RACI MATRIX KEY: \mathbf{R} = Responsible \mathbf{A} = Accountable \mathbf{C} = Consulted \mathbf{I} = Informed

STAGE 3							Fo	rms	& F	Repo	orts	Vali	dati	on						
				Т	YLE	R								C	LIEN	ΙT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			А	R								I	С		С			Ι		
Test Standard Forms & Reports			I	С		С						А	С		R			С		



4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

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

4.4.6.2 Build & Validate Stage Control Point Acceptance Criteria

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



4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

STAGE 4								C	Cuto	ver	Plar	nnin	g							
				Т	YLE	R								C	LIEN	ΙT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		А	R	С							1	С	С	С	С			С	С	
Develop Production Cutover Checklist		А	R	С						I		С	С		Ι			С		



4.5.2 User Acceptance Testing (UAT)

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

STAGE 4							Use	r Ac	cep	tanc	æ Te	estir	ng (l	JAT)					
				Т	YLE	R								С	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	С								I	I							
Perform User Acceptance Testing			I	С							А	R	С	С	С	I	Ι	С	I	
Accept custom program(s), if applicable			I	Ι			Ι				А	R	С	-	С			С		
Validate Report performance			Ι	С		С						А	С		R			С		



4.5.3 End User Training

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

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

STAGE 4								Ε	nd l	Jser	Tra	inin	g							
				Т	YLE	R								Cl	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			А	R								С	Т		Т	Т		Т	Т	
Conduct additional End User training sessions			Ι								Ι	А	С	I	R	I	I	I	I	



4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing/
 - Acceptance criteria: Municipal Court acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Municipal Court acknowledges that Testing steps have been provided for Standard business processes.
- 4.5.4.2 Final Testing & Training Stage Acceptance Criteria
 - Production Cutover Checklist delivered and reviewed
 - Modification(s) tested and accepted, if applicable
 - Standard 3rd party Data Exchange programs tested and accepted
 - Standard Forms & Reports tested and accepted
 - User acceptance testing completed
 - End User training completed



4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

STAGE 5						Fir	nal C	Data	Co	nver	sior	n, if a	app	licat	ole					
				Т	YLE	R								С	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			С		-						-	А	С	-	Ι	I	-	R		
Provide final extract balancing Reports			Ι		Ι							А	С		R			Ι		
Convert and deliver final pass of data		А	Ι	I	R							Ι	Ι		I			С		
Validate final pass of data			Ι	С	С						Ι	А	С		R			С		
Load final conversion pass to Production environment			Ι		I						Ι	А	С	I	С			R		



4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Municipal Court during production cutover activities. The Municipal Court transitions to Tyler software for day-to day business processing.

STAGE 5						Pro	odu	ctio	n Pr	oces	ssin	g & .	Assi	star	nce					
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			С	С						Т	1	А	R	R	R	R	R	R	Т	T
Provide production assistance			А	R				С				I	С	С	С	С	С	С		



4.6.3 Transition to Tyler Support

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

STAGE 5							Tr	ansi	itior	n to	Tyle	er Su	ppc	ort						
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			Ι								А	R	С	С	С	С		С	С	С
Conduct transfer to Support meeting	А	Ι	С					R				С	С	С	С	I	Ι	С	I	Ι



4.6.4 Schedule Post-production Services, if applicable

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

STAGE 5				S	che	dule	Po	st-p	rodu	uctio	on S	ervi	ces,	if a	ppli	cabl	e			
				Т	YLE	R								C	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			С	С								А	R	I	С				I	
Schedule services for post-production topics		А	R	Ι								С	С	Ι	С				Ι	



4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Control Point Acceptance Criteria

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



4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

STAGE 6								Clo	ose	Pha	se/F	Proje	ect							
				Т	YLE	R								Cl	LIEN	IT				
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		А	R	С								С	С	Ι	С	Ι		С		
Review Project budget and status of contract Deliverables		А	R							Ι	Ι	С								



4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Control Point Acceptance Criteria

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



5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project managers prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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



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

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Municipal Court following configuration
- Assists during Cutover process and provides production support until the Municipal Court transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with Municipal Court and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time



- Conducts training (configuration, process, conversion Validation) for Power Users and the Municipal Court's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

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

5.1.7 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs 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 Municipal Court with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the Municipal Court discovers data anomalies and exception conditions

5.2 Municipal Court Roles and Responsibilities

Municipal Court 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 Municipal Court Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the Municipal Court Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications



5.2.2 Municipal Court Steering Committee

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

5.2.3 Municipal Court Project Manager

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

- Contract Management
 - o Validates contract compliance throughout the Project
 - o Ensures invoicing and Deliverables meet contract requirements
 - o Acts as primary point of contact for all contract and invoicing questions
 - o Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - o Review and acknowledge Implementation Management Plan
 - o Defines Project tasks and resource requirements for Municipal Court Project team
 - o Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve ontime implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently



- Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
- Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the Municipal Court and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively 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 Municipal Court staff and Tyler, aiding in the in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all Municipal Court resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to Municipal Court technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.2.4 Municipal Court Functional Leads

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



- Stakeholder Presentation
- Implementation management plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler Project team
- Coordination of Municipal Court resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Municipal Court Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on Municipal Court business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to Municipal Court staff during and after implementation, as necessary

5.2.6 Municipal Court 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 Production Cutover

5.2.7 Municipal Court Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Municipal Court's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed



- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Municipal Court 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Municipal Court Upgrade Coordinator

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

5.2.9 Municipal Court Project Toolset Coordinator

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

5.2.10 Municipal Court Change Management Lead

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



6 Glossary

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



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



Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
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.



7 Incode 10 Conversion Summary

7.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



AGREEMENT

This agreement ("Agreement") is made this <u>Juth</u> day of <u>January</u> 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Allen, with offices at 305 Century Parkway, Allen, Texas 75013 ("Client") (each a "Party" or collectively the "parties"), acting by and through their respective representatives.

WHEREAS Client issued a Request for Proposal for Municipal Administrative Software System, Proposal #2013-10-1 ("RFP");

WHEREAS Tyler responded to Client's RFP with a Proposal dated December 20, 2012;

WHEREAS Client, on [INSERT DATE OF AWARD] awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay and/or IVR, additional terms and conditions related to those applications are set forth at Exhibit 6. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.

c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.

d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party; provided, however, Client may make disclosure to such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the Tyler Software Products, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Tyler's intellectual property at least as restrictive as those contained herein.

f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation,

disassembly, translation or other reverse engineering on the Tyler Software Products.

g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the Tyler Software Products, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Tyler's intellectual property at least as restrictive as those contained herein.
h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.
i) 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 Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. <u>License Fees</u>. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary <u>attached hereto as Exhibit 1(a)</u> and 1(b).

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).

d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. <u>Limited Warranty</u>. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, the County will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the earlier of two (2) years from (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the first productive use of all of the Tyler Software Products ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production of all of the Tyler Software Products,

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend, indemnify and hold harmless at its expense any claim/suit brought against Client to the extent it is based on an infringement claim of the Tyler Software Products, and Tyler will indemnify Client for those costs and damages finally awarded against the Client for an infringement claim of the Tyler Software Products. Tyler duties to defend and indemnify are conditioned upon the Client performing all of the following in connection with any claim as described herein:

i. Promptly notifies Tyler in writing of any such claim;

ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product and Tyler gave notice to Client that use of a previous version of the Tyler Software product was prohibited;

ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees or Client's contractors; or

vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

(a) Procure for Client the right to continue using the infringing Tyler Software Products;(b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or

(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the earlier of two (2) years from (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the Live Production of all the Tyler Software Products, unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production of all of the Tyler Software Products.

ii. Except as provided in Section A 5, the foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter contained in this Section A titled "Software License Agreement".

6. <u>Limitation of Liability</u>. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data,

interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION B - PROFESSIONAL SERVICES AGREEMENT

1. <u>Services</u>. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.

c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy attached hereto as Exhibit 4. Copies of receipts will be provided to Client upon invoicing on an exception basis, in connection with an audit, or whenever Client has reason to question invoices, at no charge. Should all receipts for non per diem expenses be requested, an administrative fee of \$25 per invoice will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. <u>Cancellation</u>. In the event Client cancels scheduled services less than two (2) weeks in advance, Client is liable to Tyler for all non-refundable expenses incurred by Tyler on Client's behalf.

6. <u>Tyler Removal of Tyler Project Manager</u>. Other than for reasons outside of Tyler's control, Tyler shall not remove or transfer a Project Manager without the prior written approval of Client, not to be unreasonably withheld. In the event that a Project Manager assigned to the project is replaced, the Client shall have reasonable participation in the selection of replacement Project Manager. If a Project Manager is replaced, the new Project Manager shall, at no cost to Client, devote sufficient time to becoming familiar with the project prior to performing services.

7. <u>Services Warranty</u>. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty,

Tyler will re-perform the services at no additional cost to Client.

SECTION C - MAINTENANCE AGREEMENT

1. <u>Scope of Agreement</u>. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. <u>Term of Agreement</u>. This Maintenance Agreement is effective for an initial term beginning upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the first productive use of that Tyler Software Product using actual Client data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year Two - Zero percent (0%) increase over Year One annual Maintenance fees;

Year Three - Two percent (2%) increase over Year Two annual Maintenance fees;

Year Four – Three percent (3%) increase over Year Three annual Maintenance fees;

Year Five - Four percent (4%) increase over Year Four annual Maintenance fees;

Year Six - Five percent (5%) increase over Year Five annual Maintenance fees;

Year Seven - Five percent (5%) increase over Year Six annual Maintenance fees;

Year Eight – Five percent (5%) increase over Year Seven annual Maintenance fees;

Year Nine - Five percent (5%) increase over Year Eight annual Maintenance fees;

Year Ten – Five percent (5%) increase over Year Nine annual Maintenance fees;

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. <u>Maintenance Services Terms and Conditions</u>. For as long as a current Maintenance Agreement is in place, Tyler shall:

a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's thencurrent support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.

c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.

d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.

e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.

f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. <u>Limitations and Exclusions</u>. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION D - THIRD PARTY PRODUCT AGREEMENT

1. <u>Agreement to License or Sell Third Party Products</u>. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein, and utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the System Software, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to the Developer's intellectual property at least as restrictive as those contained herein.
b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership

of the System Software.

c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer. d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. To the extent allowed by law, Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party; provided, however, Client may make disclosure to such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the System Software, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Developer's intellectual property at least as restrictive as those contained herein.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. <u>Delivery</u>. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. <u>Installation and Acceptance</u>. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon <u>successful</u> completion of <u>the</u> installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. <u>Site Requirements</u>. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

d) Tyler represents that, to the best of their knowledge, the client's use of non-Tyler software products as described and provided for in this Agreement is a legally authorized use of said software, which does not constitute infringement. The client enters into this Agreement relying on this representation.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E - GENERAL TERMS AND CONDITIONS

1. Exhibits. The exhibits listed below are incorporated into and made a part of this Agreement.

- Exhibit 1 Investment Summary
- Exhibit 2 Verification Test
- Exhibit 3 Support Call Process (excluding EnerGov Products)
- Exhibit 4 Business Travel Policy
- Exhibit 5 Adobe End User License Agreement
- Exhibit 6 MyGovPay/VirtualPay and IVR
- Exhibit 7 Support Call Process EnerGov Products
- Exhibit 8 Statement of Work
- Exhibit 9 Tyler Proposal dated December 20, 2012

Exhibit 10 - City of Allen RFP for Municipal Administrative Software System, Proposal #2013-10-1 Exhibit 11 - Estimated Cash Flow

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

- This Agreement, inclusive of Sections A-E and Exhibits 1-8
- Exhibit 9 Tyler Proposal dated December 20, 2012
- Exhibit 10 City of Allen RFP for Municipal Administrative Software System, Proposal #2013-10-1
- Exhibit 11 Estimated Cash Flow

2. <u>Taxes</u>. Client is tax exempt._Client will provide Tyler with Client's tax-exempt certificate.

3. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

4. <u>Force Majeure: Client Assistance</u>. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. Indemnification.

a) Notwithstanding anything to the contrary herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

6. <u>Disclaimer</u>. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

7. <u>Dispute Resolution</u>. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute may but is not required to be referred to non-binding mediation. Either party may assert its other rights and remedies under

this Agreement within a court of competent jurisdiction prior to any Dispute Resolution Group efforts.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

8. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

9. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile. Exclusive venue for any action shall be in the state district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

10. <u>Entire Agreement</u>. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

11. <u>Severability</u>. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

12. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

13. <u>Multiple Originals and Signatures</u>. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

14. <u>Amendment</u>. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. <u>Termination</u>. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination.

15. <u>Non-appropriation</u>. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the

termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. <u>Approval of Governing Body</u>. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. <u>No Assignment</u>. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when: 1) Actually received.

2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,

3) Upon receipt by sender of proof of email delivery, or

4) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc. 1 Cole Haan Drive Yarmouth, ME 04096 Attention: Contracts Manager City of Allen 305 Century Parkway Allen, TX 75013 Attention: [please provide contact name]

20. <u>Independent Contractor</u>. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance.

(a) Tyler shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Tyler's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Tyler, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1000,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employees Liability covering all of Tyler's employees involved in the provision of services under this Agreement with policy limit of not less than \$1000,000.00 per claim and \$1,000,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for written notice to the Client for cancellation or non-renewal of the insurance in accordance with

the policies; and (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the Client that indicates the insurance company will provide to the Client at least a thirty (30) prior written notice for cancellation, non-renewal, and/or material changes of the policy. The Tyler shall provide written notice to the Client of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request by the Client.

22. <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. Each party agrees that to the extent allowed by law, it shall not disclose any confidential information of the other party and further agrees to take 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 for a period of two (2) years. This obligation of confidentiality will not apply to information that:

a) At the time of the disclosure is in the public domain;

b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;

c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;

d) A party receives from a third party who has a right to disclose it to that party; or

e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. <u>Nondiscrimination</u>. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

24. <u>Subcontractors</u>. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. <u>Business License</u>. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. <u>Tyler Forms Processing</u>. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms. Tyler will submit invoices according to the following Payment Schedule.

License Fees.

Tyler will invoice 25% of the Tyler Software Product license fees for all phases (\$182,562) upon execution of the Agreement.

Tyler will invoice 60% of the Phase 1 Tyler Software Product license fees (\$215,711), and 100% of the Tyler Unlimited Client Access license fees (\$31,000), upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 1 (either consulting or training services for Phase 1 (Phase 1 Commencement), unless such Phase 1 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 1 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 1 Commencement.

Tyler will invoice 60% of the Phase 2 Tyler Software Product license fees (\$39,457) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 2 (either consulting or training services for Phase 2 (Phase 2 Commencement), unless such Phase 2 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 2 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 2 Commencement.

Tyler will invoice 60% of the Phase 3 Tyler Software Product license fees (\$32,951) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 3 (either consulting or training services for Phase 3 (Phase 3 Commencement), unless such Phase 3 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 3 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 3 Commencement.

Tyler will invoice 60% of the Phase 4 Tyler Software Product license fees (\$90,578) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 4 (either consulting or training services for Phase 4 (Phase 4 Commencement), unless such Phase 4 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 4 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 4 Commencement.

Tyler will invoice 60% of the Phase 5 Tyler Software Product license fees (\$59,452) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 5 (either consulting or training services for Phase 5 (Phase 5 Commencement), unless such Phase 5 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 5 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 5 Commencement.

Tyler will invoice 15% of the Phase 1 Tyler Software Product license fees, 15% of the Phase 2 Tyler Software Product license fees, 15% of the Phase 3 Tyler Software Product license fees, 15% of the Phase 4 Tyler Software Product license fees, and 15% of the Phase 5 Tyler Software Product license fees (\$109,537) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the first productive use of the Phase 5 Tyler Software Products using actual City data ("Phase 5 Live Production"), unless such Phase 5 Live Production is postponed by Tyler's failure to perform, in which event the date for Phase 5 Live Production will be postponed the corresponding number of days; or (ii) the first day of Phase 5 Live Production.

Hardware Fees.

Tyler shall invoice Client the BMI Hardware fees of \$25,725 upon delivery of such BMI Hardware (see WBS 2.4.2 for agreed upon delivery dates).

Tyler shall invoice Client the Secure Signature System Hardware fees of \$1,650 upon delivery of such Secure Signature System Hardware (see WBS 2.4.2 for agreed upon delivery dates).

Maintenance Fees.

Tyler shall invoice Client \$6,200 upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 1 (either consulting or training services for Phase 1 (Phase 1 Commencement), unless such Phase 1 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 1 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 1 Commencement. Such sum equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.

Tyler will invoice Client for the year 1 software maintenance fees for each Tyler Software Product beginning upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the first productive use of that Tyler Software Product using actual City data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production. Subsequent annual Maintenance fees for each Tyler Software Product will be due annually thereafter. Year 1 Phase 1 Maintenance Fees are \$74,786; Year 1 Phase 2 Maintenance Fees are 13,374, Year 1 Phase 3 Maintenance Fees are \$11,169, Year 1 Phase 4 Maintenance Fees are \$30,193, Year 1 Phase 5 Maintenance Fees are 20,344.

Services Fees and Travel Expenses.

Tyler shall invoice Client for Conversion fees upon Client acknowledgement of loading of converted legacy system data into live environment (automatic electronic notification), by conversion option (See Detailed Breakdown of Conversions in the Investment Summary).

Payment milestones for:

Service Type	Cost
	\$287,875.00
Munis Implementation Days	
Munis Project Planning Services	\$11,000.00
Munis MISC 10 Implementation Days	\$11,750.00
Munis 10 NTE Implementation Days	\$11,750.00
Munis Admin & Security	\$4,700.00
EnerGov Professional Services	\$84,600.00
EnerGov Onsite Training & Production Support	\$9,987.50
EnerGov Report Development	\$9,987.50
Total	\$ 431,650.00

Phase WBS

Description

Milestone Amount

1	2.4.2	Client Acceptance of Phase Schedule - Project Planning Services	ć 11.000.00
1	3.5.2	Chart of Accounts Design Acceptance	\$ 11,000.00
1	5.5.2	Client authorization to Proceed to Static Environment	\$ 26,613.75
1	4.13.2	Test (SET)	\$ 35,485.00
1	5.5.5	Authorization to Proceed to Training	\$ 44,356.25
1	6.5.2	Authorization to Proceed to Live Preparation	\$ 26,613.75
1	7.5.2	Client Sign-off to Begin Live Processing	\$ 26,613.75
1	9.3.1	Authorization to Proceed to Phase Closure	\$ 17,742.50
2	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	\$ 9,870.00
2	5.5.5	Authorization to Proceed to Training	\$ 9,870.00
2	6.5.2	Authorization to Proceed to Live Preparation	\$ 12,337.50
2	7.5.2	Client Sign-off to Begin Live Processing	\$ 12,337.50
2	9.3.1	Authorization to Proceed to Phase Closure	\$ 4,935.00
3	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	\$ 7,050.00
3	5.5.5	Authorization to Proceed to Training	\$ 9,400.00
3	6.5.2	Authorization to Proceed to Live Preparation	\$ 11,750.00
3	7.5.2	Client Sign-off to Begin Live Processing	\$ 11,750.00
3	9.3.1	Authorization to Proceed to Phase Closure	\$ 7,050.00
4	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	\$ 15,686.25
4	5.5.5	Authorization to Proceed to Training	\$ 20,915.00
4	6.5.2	Authorization to Proceed to Live Preparation	\$ 26,143.75
4	7.5.2	Client Sign-off to Begin Live Processing	\$ 26,143.75
4	9.3.1	Authorization to Proceed to Phase Closure	\$ 15,686.25
5	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	\$ 6,345.00
5	5.5.5	Authorization to Proceed to Training	\$ 8,460.00
5	6.5.2	Authorization to Proceed to Live Preparation	\$ 10,575.00
5	7.5.2	Client Sign-off to Begin Live Processing	\$ 8,460.00
5	10.3.1	Client Project Manager Sign-off of Project Closure	\$ 8,460.00
Total			\$ 431,650.00

Tyler shall invoice a 50% deposit for the Modification for Adding Attachments Personal Info (total cost - \$3,300) and the Modification for PO Receiving by Quantity (total cost - \$11,000) upon delivery of specifications for each modification and 50% upon delivery of each modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.

Tyler shall invoice Client fees for AP/PR Check Recon Import (\$1,000) as provided.

Tyler shall invoice Client fees for AP Positive Pay Export Format (\$3,000) as provided.

Tyler shall invoice Client fees for Installation for New Server and Addl Server (\$12,000) as provided.

Tyler shall invoice Client fees for P-Card Import Format W/Encumbrances (\$15,000) as provided.

Tyler shall invoice Client fees for PR Positive Pay Export Format (\$3,000) as provided.

Tyler shall invoice Client fees for Tyler Forms Library - Financial/General Billing (\$5,300) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms - Personal Action (\$1,200) as provided - see WBS 6.5.1.

Tyler shall invoice Client fee for Tyler Forms Library – Payroll (\$1,400) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms Library Utility Billing (\$5,000) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms Processing Configuration (\$3,000) as provided – see WBS 6.1.3.

Tyler shall invoice Client fees for Tyler Forms Work Order/Pick Ticket Library - 4 Forms (\$2,800) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler PO Distribution - Level 4 (\$2,500) as provided - see WBS 6.1.3.

Tyler shall invoice Client fees for all other Services, all plus expenses, if and as provided/incurred.

Prices in the Investment Summary include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto and incorporated herein as Exhibit 4. Travel Expenses will be billed up to the amount not to exceed \$198,054 based on the scope of services in the Statement of Work. Notwithstanding the foregoing, if force majeure or catastrophic events occur beyond the reasonable control of Tyler and without fault or negligence of Tyler, the parties agree to negotiate in good faith additional travel expenses to be paid to Tyler.

Performance Bond

Tyler shall invoice Client \$29,400 upon execution of the Agreement for the initial premium of the performance bond. The initial premium for the performance bond (\$29,400) covers a two (2) year period commencing from the Effective Date of the Agreement. If the Client wishes to renew the performance bond, there will be an additional premium due at the time of renewal.

Payment Due

Payment is due within forty five (45) days of the invoice date.

Exhibit 11 - Estimated Cash Flow attached to this Agreement is a payment/cash flow estimate. In the event of a conflict between this Section E.28 of the Agreement and Exhibit 11 - Estimated Cash Flow, this Section E.28 of the Agreement shall prevail.

29. <u>Electronic Payment</u>. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

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

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30. <u>Optional Items</u>. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

31. <u>Tyler Products and Services</u>. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc. ERP and Schools Division

By: Kich. Name: 5 eson Ja 410 Yus Title: 12-3 Date:__ 1 3

City of Allen

By: Name: KITS Title: 1 Date:

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

SUBJECT:

STAFF RESOURCE:

February 28, 2017

Receive the Capital Improvement Program (CIP) Status Reports.

Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Active CIP Projects Report for February 2017 Completed CIP Projects Report for February 2017



Prepared by Finance Department

Active Status

Date: 2/10/2017

Project	Project Description	Funding Sources	Estimate	Project	Total	Total	Percent Encumbered
Number			Completion Date	Estimate	Expenditures	Encumbrances	& Expended
DR1605	HILLSIDE REHABILITATION	NON-BONDS	9/30/2017	\$65,542	\$0	\$0	0.0%
IT1201	ADMINISTRATION SOFTWARE	REPLACEMENT FUND, GF	9/30/2017	\$2,362,608	\$1,824,803	\$509,965	98.8%
IT1501	PUBLIC SAFETY SOFTWARE PHASE	NON BONDS	9/30/2017	\$30,000	\$11,100	\$0	37.0%
IT1601	EVENT CENTER WI-FI	NON BONDS	2/10/2017	\$200,000	\$183,324	\$0	91.7%
IT1602	EVENT CENTER POS	NON BONDS	3/8/2017	\$214,139	\$210,843	\$0	98.5%
LB1701	ALLEN PUBLIC LIBRARY LOT EXPANSION	GO BONDS	9/30/2018	\$623,065	\$14,005	\$40,771	8.8%
PR1208	PUBLIC ART	GO BONDS, NON-BONDS	9/30/2017	\$605,634	\$362	\$0	0.1%
PR1209	WATTERS BRANCH COMMUNITY	GO BONDS, PARK DEDICATION	9/30/2018	\$7,300,000	\$523,145	\$46,893	7.8%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2018	\$1,148,834	\$3,383	\$0	0.3%
PR1401	ALLEN HERITAGE VILLAGE (CD1401)	CDC, NON BONDS	3/31/2017	\$1,646,412	\$1,635,720	\$10,693	100.0%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$866,447	\$53	\$0	0.0%
PR1412	FORD POOL RECONSTRUCTION	CDC, GO BONDS, NON- BONDS	3/31/2017	\$4,050,076	\$3,854,429	\$114,002	98.0%
PR1417	ORCHARDS NEIGHBORHOOD PARK	CDC	3/31/2017	\$698,258	\$685,210	\$860	98.3%
PR1421	WINDRIDGE NEIGHBORHOOD PARK	CDC	9/30/2017	\$280,000	\$11,306	\$3,794	5.4%
PR1422	RECREATION LED SIGNS	CDC	12/31/2017	\$204,000	\$0	\$0	0.0%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2017	\$400,000	\$55,910	\$1,811	14.4%
PR1509	REED PARK IMPROVEMENTS	PARK DEDICATION	12/31/2017	\$61,330	\$3,010	\$9,010	19.6%
PR1601	ROWLETT CREEK COMMUNITY PARK	GO BONDS	12/31/2018	\$3,400,000	\$650	\$0	0.0%
PR1603	WATTERS BRANCH GAP TRAIL	CDC	9/30/2017	\$75,000	\$24,958	\$36,218	81.6%
PR1604	MUSTANG TRAIL EXTENSION	CDC	9/30/2018	\$58,155	\$0	\$0	0.0%
PR1606	ALLEN WATER STATION TRAIL	CDC	3/31/2017	\$1,355,814	\$1,354,614	\$860	100.0%
PR1607	WATER STATION SECURITY CAMERAS	CDC	12/31/2017	\$54,208	\$3,497	\$38,113	76.8%
PR1701	BRIDGE & TRAIL PARK @ASRC	CDC	12/31/2017	\$260,000	\$9,558	\$52,567	23.9%
PS1303	FIRE STATION #2 RECONTRUCTION	GO BONDS, NON BONDS	9/30/2017	\$5,596,030	\$5,426,073	\$66,606	98.2%
PS1401	PUBLIC SAFETY SYSTEMS	GO BONDS, NON BONDS	9/30/2017	\$461,508	\$0	\$0	0.0%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2018	\$1,094,147	\$0	\$0	0.0%
ST0704	STACY PHASE II GREENVILLE TO ANGEL	NON BONDS	9/30/2017	\$1,314,105	\$1,078,299	\$0	82.1%
ST1104	STACY / GREENVILLE TRAFFIC SIGNAL	NON BONDS	10/31/2017	\$130,000	\$100,629	\$0	77.4%
ST1202	RIDGEVIEW - WATTERS TO US 75	GO BONDS, NON BONDS	9/30/2018	\$499,575	\$499,575	\$0	100.0%
ST1308	RIDGEVIEW - ALMA TO STACY	NON BONDS, GO BONDS	4/30/2017	\$5,780,890	\$5,731,592	\$10,963	99.3%
ST1314	TRAFFIC SIGNAL WATTERS & BOSSY BOOT	NON BONDS	12/31/2017	\$150,000	\$662	\$128,650	86.2%
ST1403	MONTGOMERY BLVD EXTENSION	NON BONDS	3/31/2017	\$2,970,178	\$2,941,775	\$0	99.0%
ST1501	OLSEN & BEVERLY EL SIDEWALK	NON BONDS	9/30/2017	\$200,000	\$2,310	\$0	1.2%



Prepa	ared by Finance Department	Active St	atus			Date: 2/1	0/2017
Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
ST1502	FY15 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	3/31/2017	\$1,400,000	\$1,271,019	\$63,747	95.3%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS	12/31/2017	\$2,988,788	\$826,834	\$186,767	33.9%
ST1504	2015 INTERSECTION IMPROVEMENT	NON BONDS	12/31/2017	\$311,850	\$109,254	\$16,458	40.3%
ST1505	2015 TRAFFIC SIGNAL FLASHING YELLOW	NON BONDS	9/30/2017	\$50,000	\$6,803	\$18,000	49.6%
ST1601	EXCHANGE PKWY SIDEWALK AT RACETRAC	NON BONDS	2/19/2017	\$105,000	\$57,010	\$0	54.3%
ST1701	RIDGEVIEW DR COTTONWOOD TO CHELSEA	GO BONDS, NON BONDS	9/30/2018	\$2,103,056	\$59,313	\$425,237	23.0%
ST1702	PANDA EXPRESS CROSS ACCESS DRIVEWAY	NON BONDS	1/31/2017	\$150,000	\$51,798	\$38,169	60.0%
ST1703	CHELSEA / ALLEN COMMERCE INT IMP	NON BONDS, ROADWAY #1	9/30/2017	\$240,000	\$0	\$12,000	5.0%
ST1704	FY17 STREETS & ALLEYS	NON-BONDS, GO BONDS	9/30/2018	\$300,000	\$0	\$0	0.0%
ST1705	2017 MEDIAN IMPROVEMENTS	NON-BONDS	9/30/2018	\$650,000	\$0	\$150,060	23.1%
ST1707	TWIN CREEKS MEDIAN IMPROVEMENTS	NON-BONDS	6/30/2017	\$104,698	\$0	\$0	0.0%
WA0401	US 75 LIFT STATION +12" FRC MN	W&S CIP	9/30/2017	\$450,054	\$12,443	\$0	2.8%
WA1105	EDC WATERLINE PROJECTS	W&S CIP	9/30/2017	\$1,910,638	\$29,733	\$0	1.6%
WA1203	PUMP STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$462,079	\$133,572	\$0	28.9%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$344,871	\$149,382	\$0	43.3%
WA1308	RIDGVIEW DR WATERLINE	W&S CIP	10/31/2017	\$119,095	\$119,095	\$0	100.0%
WA1402	W&S SCADA SYSTEM UPGRADE	W&S CIP	9/30/2017	\$500,000	\$369,768	\$5,212	75.0%
WA1503	MONTGOMERY BLOULEVARD EXTENSION	W&S CIP	3/31/2017	\$129,333	\$129,332	\$0	100.0%
WA1603	FOUNTAIN PARK W/S REHAB PH 2	W&S CIP	9/30/2018	\$3,700,000	\$2,385,352	\$951,825	90.2%
WA1604	STACY & ROWLETT TANKS REPAINT	W&S CIP	9/30/2017	\$1,486,498	\$47,930	\$56,471	7.0%
WA1605	HILLSIDE W&S REHABILITATION P1	W&S CIP	9/30/2017	\$1,653,671	\$120,800	\$308,800	26.0%



Completed Status Prepared by Finance Department Date: 2/10/2017 Project Completion Approved Project Total **Project Description Funding Sources** Number Date Funds Costs DR1401 COTTONWOOD CREEK BANK STABILI GO BONDS, NON BONDS, CDC 9/30/2016 \$684,199 \$684,199 IT1401 PS DISPATCH & RECORD PHASE II GO BONDS, NON BONDS 9/30/2016 \$152,199 \$152,199 PR0204 TREE FARM CDC, NON BONDS 12/31/2015 \$35,782 \$35,781 PR0418 HERITAGE VILLAGE LANDSCAPE NON BONDS 9/30/2016 \$7,909 \$7,909 MOLSEN FARM CDC, GO BONDS, COLLIN COUNTY PR0804 12/31/2016 \$102,175 \$102,175 PR1206 COTTONWOOD CREEK TRAIL HPP CDC, COUNTY, FEDERAL GRANTS, 12/31/2016 \$1,214,041 \$1.214.041 GO BONDS CDC ASP ARTIFICIAL TURF PR1308 12/31/2015 \$1,371,461 \$1,371,461 PR1310 ALLEN STATION PARK IMPROVEMENT CDC 9/30/2015 \$115,114 \$115,114 PR1313 SECURITY CAMERAS PHASE II CDC 12/31/2015 \$195.792 \$195.792 PR1403 JFRC OFFICE CONSTRUCTION CDC 9/30/2015 \$38,908 \$38.908 PR1405 EAST ROWLETT CREEK TRAIL CDC, NON-BONDS 6/30/2015 \$193,478 \$193,478 CONNECTION PR1406 AEC DASHER BOARDS & STORAGE CDC 9/30/2015 \$152,031 \$152,031 PR1408 HILLSIDE POCKET PARK DESIGN CDC 9/30/2015 \$282,888 \$282,888 PR1409 CELEBRATION PARK SPRAYGROUND CDC 12/31/2015 \$87,216 \$87.216 **DRN RENOVATION POOL & PUMP** CDC, NON BONDS PR1410 9/30/2015 \$309,244 \$309,244 TWIN CREEK PARK PHASE 2 PARK DEDICATION \$183.054 PR1416 9/30/2017 \$183,054 PR1418 ASP FIELD #4 RECONSTRUCTION CDC 12/2/2015 \$337.074 \$337.074 \$54,582 SPECIAL SERVICES EQUIPMENT CDC PR1501 12/31/2015 \$54,582 PR1502 BETHANY LAKES CONNECTOR TRAIL CDC 6/24/2016 \$67.829 \$67.829 CDC CARDIO FITNESS EQUIPMENT PR1503 11/24/2015 \$280,887 \$280,887 PR1506 **AEC CHILLER & BRINE SYSTEM** CDC 12/31/2015 \$186,525 \$186,525 PR1507 TCWC MISC EQUIPMENT CDC 12/31/2015 \$31,844 \$31,844 PR1511 TRAIL MAINTENANCE FY2015 CDC 8/28/2015 \$18,473 \$18.473 PR1512 DRN POOL DECK CDC 9/30/2015 \$26.913 \$26.913 PR1605 MOLSEN FARM ACQUISITION II GO BONDS, COUNTY 9/30/2016 \$2.339.608 \$2.339.608 PS1501 CITY HALL BASEMENT REMODEL NON BONDS 9/30/2016 \$686,627 \$686.627 GO BONDS PS1601 LIBRARY CHILLER REPLACEMENT 1/23/2017 \$205,237 \$205,237 PS1602 PD SERVER ROOM HVAC GO BONDS 1/23/2017 \$21,698 \$21,698 EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT GO BONDS, NON BONDS ST1302 12/31/2016 \$5,392,297 \$5,392,297 ST1309 BRAY CENTRAL WIDENING NON BONDS, GO BONDS 9/25/2015 \$1,189,423 \$1,189,423 ST1313 **US 75 TRAFFIC SIGNALS** NON BONDS 12/31/2016 \$153,529 \$153,529 ST1401 FY14 STREET & ALLEY REPAIR GO BONDS, NON BONDS 9/30/2015 \$1,179,477 \$1,179,477 ST1402 SHARROWS BIKE ROUTE CDC 12/31/2014 \$11,603 \$11,603 WA1303 EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT W&S CIP 9/30/2015 \$80,825 \$80,825 WA1403 FOUNTAIN PARK 1&2 W/S REHABILITATIO W&S CIP 9/2/2016 \$2,503,105 \$2,503,105 COTTONWOOD CREEK 21" SEWER LINE W&S CIP WA1501 7/20/2016 \$738,255 \$738,255



Prepared by Finance Department		Completed Status	Date: 2/10/2017			
Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs	
WA1601	CUSTER TOWER INTERIOR REPAINT	W&S CIP	9/30/2016	\$328,503	\$328,503	



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
CD0102	88	FIRE & WEATHER SAFETY TRL	9/30/2001	\$39,722	\$39,722
CD0201	1416	HERITAGE GLD HISTORIC VLG	4/22/2011	\$1,271,706	\$1,271,704
CD0401	628	HISTORICAL VLG LAND	9/30/2004	\$126,549	\$126,549
CD1101	9999	HERITAGE GLD HISTORIC VLG	12/19/2014	\$426	\$426
CD1301	1650	HERITAGE VILLAGE RESTROOM	4/9/2013	\$161,965	\$161,965
DR0311	742	TWIN CREEKS DRAINAGE	9/30/2005	\$703,849	\$703,847
DR0401	703	DRAINAGE REPLACEMENTS	9/30/2005	\$72,991	\$72,991
DR0601	1096	FOREST GROVE	9/12/2008	\$18,993	\$18,992
DR0602	1188	BOWLING ALLEY DRAINAGE	4/16/2009	\$439,863	\$439,863
DR0701	1100	ROWLETT CREEK FLOODPLAIN	9/18/2008	\$30,133	\$30,132
DR0801	1230	BUCKINGHAM DRAINAGE REHAB	8/10/2009	\$23,569	\$23,569
DR0803	1258	FOUNTAIN GATE ALLEY DRAIN	12/14/2009	\$97,839	\$97,838
DR1101	1464	WATTERS CREEK FLP TRAILS	1/23/2012	\$28,321	\$28,320
DR1201	1516	PALACE WAY RE-ROUTE INLET	8/17/2012	\$65,069	\$65,068
DR1202	1540	SPRING MEADOW DRAINAGE	11/30/2012	\$122,010	\$122,010
DR1301	9999	OLD STONE DAM GABION EXT	3/13/2015	\$440,694	\$440,693
DR9301	576	MUSTANG CREEK	9/30/2003	\$1,123,034	\$1,123,034
DR9905	445	HILLSIDE DRAINAGE	9/30/2004	\$252,944	\$252,944
DR9906	339	HISTORIC DAM	9/30/2003	\$333,226	\$333,226
EC0801	1356	EVENT CENTER BUILDING	9/27/2010	\$51,938,486	\$51,938,482
EC0802	1259	EVENT CTR PARKING GARAGE	1/13/2010	\$8,090,000	\$8,090,000
EC0803	1231	EVENT CTR INFRASTRUCTURE	9/30/2009	\$13,281,025	\$13,281,025
ED0201	322	MILLENIUM TECH	9/30/2002	\$963,788	\$963,588
ED0301	318	MILLENIUM TECH, PH 2	6/7/2006	\$1,017,817	\$1,017,817
ED0302	628	CENTURY @ BUTLER LAND	6/7/2006	\$597,488	\$587,361
ED8900	862	RIDGEMONT	9/30/2006	\$547,613	\$547,613
ED8910	768	MILLENIUM CORPORATE CNTR	6/7/2006	\$3,277,340	\$3,277,340
G05011	697	SW GRAPPLE TRUCK	9/30/2005	\$89,473	\$89,410
G10007	1441	ALLEN ST PK RECYCLING PRG	9/30/2011	\$60,753	\$27,763
GRA002	1330	ARRA-FIRE STATION #5	4/26/2013	\$4,192,446	\$5,995,568
GRA003	1457	ARRA ENERGY EFF BLOCK	9/26/2011	\$721,273	\$721,272
GRA004	1370	ARRA-JAG-DIGTAL VIDEO SYS	8/19/2011	\$227,445	\$227,444
GRA005	1389	TRRA-TRAFFIC SYNCH/REPLMT	6/30/2012	\$488,803	\$881,303
GRA006	1541	ARRA E E ONCOR REBATE	1/31/2013	\$352,066	\$352,065
IS0305	313	IT CONDUIT/PHONE SYS,PH1	9/30/2005	\$80,240	\$80,240
IS0306	998	IT CONDUIT/PHONE SYS,PH2	12/20/2007	\$83,225	\$83,225
IS0406	388	CIVIC BLDGS IMPRV, PH3	9/30/2005	\$52,666	\$52,666
IS0501	866	SERVICE CTR LAND ACQUISIT	8/31/2006	\$2,451,091	\$2,451,091



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
IS0503	850	PUMP STATION PWR FACTOR C	9/7/2006	\$27,666	\$27,666
IS0504	313	CITY HALL BLDG IMPROVEMNT	2/28/2006	\$18,802	\$18,800
IS0505	545	NATATORIUM POWER FACTOR C	3/22/2006	\$30,000	\$30,000
IS0601	877	CITY HALL REMODEL 2006	6/20/2007	\$29,700	\$29,700
IS0602	387	CITY HALL ANNEX RMDL 2006	3/22/2007	\$19,722	\$19,720
IS0702	377	FIRE STATION #2 ROOF	9/21/2007	\$50,038	\$50,038
IS0703	1121	IT DATA CENTER @CITY HALL	9/30/2008	\$506,061	\$506,060
IS0704	984	FIRE STATION #1 CARPET	9/21/2007	\$14,535	\$14,534
IS0705	984	FIRE STATION #1 WRK ROOM	9/21/2007	\$2,301	\$2,301
IT0701	1649	PS DISPATCH & RECORDS SYS	3/26/2014	\$2,015,320	\$2,015,318
IT0801	1251	IT PUBLIC SAFETY WIRELESS	2/10/2010	\$569,951	\$569,951
IT1202	9999	GIS PLAN	4/29/2015	\$26,980	\$26,980
LB0101	693	MAIN LIBRARY	8/31/2006	\$11,855,075	\$11,855,075
LB0401	848	LIBRARY-ADAPTIVE RE-USE	9/30/2007	\$1,162,673	\$1,162,672
LB0501	863	LIBRARY BOOKS	8/25/2006	\$100,000	\$99,999
LB0601	1301	LIBRARY ARTWORK OCEANO	8/10/2010	\$130,192	\$130,192
LB0701	885	MAIN LIBRARY PHASE II	9/6/2007	\$7,533	\$7,532
PR0002	575	NATATORIUM	9/30/2003	\$9,983,369	\$9,983,369
PR0003	357	BETHANY LAKES AMEN.BLDG.	9/30/2003	\$355,158	\$355,146
PR0004	580	CELEBRATION PARK	9/30/2003	\$6,797,817	\$6,797,814
PR0005	743	TRAILS CONSTRUCTION	11/4/2005	\$606,464	\$606,464
PR0006	334	MEDIAN BEAUTIFICATION	9/30/2002	\$131,333	\$131,333
PR0007	561	ALLEN STA PRK PH.1B	9/30/2003	\$640,777	\$640,777
PR0008	420	GLNDVR,BETHNY,TWNCRK	9/30/2003	\$803,452	\$803,452
PR0009	233	BOLIN/SUNCREEK PRK	9/30/2002	\$866,922	\$866,922
PR0011	227	CITY HALL LANDSCAPE PH2	9/30/2002	\$455,665	\$455,665
PR0101	233	BOLIN PARK FENCE	9/30/2002	\$85,408	\$85,408
PR0102	746	ALLEN STATION PARK, PH 2	6/4/2007	\$6,545,273	\$6,545,273
PR0103	456	HERITAGE HOUSE TRAINDEPOT	9/30/2003	\$605,706	\$605,706
PR0104	864	CIVIC CENTER PLAZA	8/18/2006	\$1,701,449	\$1,701,446
PR0105	987	SPRING MEADOWS PARK	1/2/2008	\$574,240	\$574,238
PR0106	764	COM. PARK ACQUISITION #1	3/30/2006	\$2,860,834	\$2,860,834
PR0107	368	LOST CREEK PARK	9/30/2003	\$310,140	\$310,140
PR0109	566	FORD EAST PARK RENOVATION	9/30/2005	\$232,147	\$232,147
PR0110	566	FORD WEST PLAYGROUND	9/30/2003	\$47,937	\$47,937
PR0111	570	CTTNWOOD BEND PLAYGROUND	9/30/2003	\$58,008	\$58,007
PR0112	432	REED PARK PLAYGROUND	9/30/2003	\$65,847	\$65,846
PR0113	369	CELEBRATION PLAYGROUND	9/30/2003	\$206,276	\$206,277

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



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Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0114	391	PARK ACQUISITION #2	9/30/2003	\$587,080	\$587,080
PR0115	711	STACY RIDGE PARK	9/30/2005	\$557,444	\$557,444
PR0116	359	MAIN ST LANDSCAPING	9/30/2003	\$205,907	\$205,907
PR0117	577	VALCON SYSTEM	9/30/2003	\$130,207	\$130,207
PR0201	896	COLLIN SQUARE GREENBELT	12/14/2006	\$4,700	\$4,700
PR0202	1384	HILLSIDE PARK	12/13/2010	\$18,105	\$18,105
PR0203	716	STORY PARK	9/30/2005	\$609,312	\$609,312
PR0206	376	FIRE STA #1 REMODEL	9/30/2004	\$123,736	\$123,736
PR0207	336	SIX CITIES TRAIL	9/30/2002	\$7,500	\$7,500
PR0208	9999	PERFORMING ARTS (ACC)	4/30/2015	\$2,880,739	\$3,020,738
PR0211	301	BLUFF @ LOST CREEK PH 2	9/30/2002	\$300,000	\$300,000
PR0302	1289	JUPITER PARK	5/12/2010	\$20,990	\$20,990
PR0303	1011	PARK SIGNAGE	1/15/2008	\$56,336	\$56,336
PR0304	696	WATTERS CREEK TRAIL	9/30/2005	\$231,979	\$231,979
PR0306	233	BOLIN/SUNCREEK PARK PH2	9/30/2003	\$3,927	\$3,927
PR0307	389	FORD POOL RENOVATION	9/30/2003	\$83,753	\$83,317
PR0308	840	SENIOR CITIZENS CENTER	9/7/2007	\$4,807,328	\$4,804,321
PR0309	660	TWN CRK 3, IRRIGATION	9/30/2004	\$39,723	\$39,723
PR0401	820	LOST CREEK, PH 3	12/30/2005	\$340,000	\$340,000
PR0402	1529	DAYSPRING NATURE PRESERVE	9/30/2012	\$532,154	\$532,153
PR0403	865	CELEBRATION ADDITIONS #1	8/18/2006	\$400,406	\$400,404
PR0405	1365	TRAILS CONSTRUCTION, PH 3	9/29/2010	\$367,674	\$367,672
PR0406	763	ALLENWOOD PARK DEVELOPMNT	4/14/2009	\$1,031,507	\$1,031,506
PR0407	432	REED PARK, PH 2	9/30/2005	\$10,320	\$10,320
PR0409	904	NATATORIUM PH 1B	1/2/2007	\$5,000	\$4,850
PR0410	456	HERITAGE CNTR,PH1B	9/30/2004	\$21	\$21
PR0412	817	GLENDOVER NP, PH2	12/31/2005	\$277,024	\$277,024
PR0413	818	BETHANY RIDGE NP, PH2	12/31/2005	\$173,514	\$173,514
PR0414	819	DAYSPRING NP (TWN CRK)	12/31/2005	\$39,208	\$39,208
PR0415	740	QUAIL RUN PARK	8/16/2006	\$403,664	\$403,664
PR0419	937	JUPITER RD STORAGE FAC	6/22/2007	\$36,331	\$36,331
PR0420	748	CHASE OAKS GC-TAX EXEMPT	7/3/2007	\$5,350,272	\$5,350,268
PR0422	765	CHASE OAKS GC-TAXABLE	9/30/2006	\$919,887	\$919,883
PR0503	821	BETHANY LAKES PLAYGROUND	12/31/2005	\$114,201	\$114,201
PR0504	1206	ALLEN BARK PARK	6/17/2009	\$21,323	\$21,323
PR0505	911	HERITAGE PARK BRIDGE	3/14/2007	\$184,255	\$184,255
PR0507	1012	BRIDGEWATER CROSSING R.A.	1/17/2008	\$120,653	\$120,652
PR0508	1403	FOX HOLLOW RECREATION A.	3/16/2011	\$102,355	\$102,354

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Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0509	1221	FORD POOL REDEVLPMNT PLAN	7/24/2009	\$74,500	\$74,500
PR0511	390	FORD PARK EAST IMPRVMNTS	9/30/2005	\$2,505	\$2,505
PR0512	383	J FARMER RCQTBL CT REPLCM	9/30/2005	\$51,899	\$51,899
PR0513	744	COTTONWOOD PARK PH 1B	9/30/2005	\$4,750	\$4,750
PR0514	1449	6 CITIES TRL CONNECTION 8	9/20/2011	\$712,027	\$712,026
PR0602	1116	CMPTR CNTRLS/IRRIG+LIGHTS	9/30/2008	\$143,995	\$143,995
PR0603	1135	CELEBRATION #2 SPRAYGRD	12/11/2008	\$125,545	\$125,545
PR0604	1213	COUNTRY MEADOW PARK IMP#2	6/30/2009	\$211,153	\$211,152
PR0605	870	BETHANY LAKES DISCGOLF EQ	9/7/2006	\$21,071	\$21,070
PR0607	849	CHASE OAKS CLUBHOUSE IMP	12/31/2007	\$175,619	\$175,618
PR0608	859	FORD PARK WEST-HOCKY WALL	8/30/2006	\$24,980	\$24,980
PR0609	1450	BETHANY LAKES VETERAN'S	9/20/2011	\$263,513	\$263,513
PR0610	1079	HOCKEY STORAGE FACILITY	8/19/2008	\$5,000	\$5,000
PR0612	871	RESERVATION MESSAGE BOARD	9/7/2006	\$4,880	\$4,880
PR0613	1003	CHASE OAKS PAVILION ENCLO	12/14/2007	\$210,800	\$210,799
PR0615	1290	CHASE OAKS IMPROVEMENT II	5/11/2010	\$239,603	\$239,602
PR0701	952	PARK LAND ACQUISITION #3	9/24/2010	\$6,961	\$6,960
PR0702	903	WINDRIDGE NEIGHBORHOOD PK	2/13/2013	\$144,320	\$144,320
PR0703	1451	SHADOW LAKES GREENBELT	9/21/2011	\$78,423	\$78,422
PR0704	1136	JFRC RENOVATION PHASE 1	12/17/2008	\$22,170	\$22,169
PR0705	1390	PARK COMP SECURITY SYSTEM	6/30/2012	\$153,000	\$152,999
PR0706	1252	MOLSEN FARM MASTER PLAN	2/3/2010	\$25,000	\$25,000
PR0707	1222	SHADE STRUC @ BALLFIELDS	7/24/2009	\$215,513	\$215,512
PR0708	989	EX EQUIPMENT @ JFRC & DRN	6/2/2008	\$275,790	\$275,790
PR0709	1219	ASP II BRIDGE DECK	7/9/2009	\$36,162	\$36,162
PR0711	951	WATER FORD PARK PH 5 NP	5/28/2010	\$745,350	\$745,349
PR0722	986	CHASE OAKS GC-TAXABLE PH2	12/26/2007	\$19,811	\$19,811
PR0801	1253	SHADE @ CELEBRATION PARK	1/28/2010	\$78,936	\$78,935
PR0802	1077	FORD SOFTBALL IMPROVEMENT	8/12/2008	\$59,366	\$59,366
PR0803	1047	DRN UV H20 TREATMENT PKG	3/31/2008	\$60,650	\$60,650
PR0805	1223	BETHANY LAKES PIER	7/30/2009	\$43,883	\$43,883
PR0807	1076	TWIN CREEK NP	8/7/2008	\$465,191	\$465,190
PR0808	1137	POLICE MONUMENT SIGN	12/11/2008	\$33,750	\$33,750
PR0809	1547	MORGAN CROSS PARK	2/14/2013	\$422,414	\$422,412
PR0810	1452	CELEBRATION PASS PED TRL	9/21/2011	\$686,942	\$687,604
PR0811	1043	BOLIN PARK ACCESSIBILITY	3/25/2008	\$12,178	\$12,178
PR0812	1262	WATTERS BRANCH BRIDGE	3/2/2010	\$175,659	\$175,658
PR0813	1372	CANCER WALK OF HOPE	9/30/2010	\$46,347	\$46,347

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



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Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0815	1539	CELEBRATION PARK PHASE II	11/12/2012	\$3,689,341	\$3,689,339
PR0816	1132	OUTDOOR CINEMA SYSTEM	1/28/2009	\$19,902	\$19,902
PR0901	1196	PATIENT MOBILE TRANSPORT	8/18/2009	\$24,963	\$24,962
PR0902	1291	IRRIGATION CONTROL	5/12/2010	\$83,835	\$83,835
PR0903	1232	GRAFFITI REMOVAL MACHINE	8/20/2009	\$53,850	\$53,850
PR0904	1191	SCOREBOARDS (ASP/BOLIN)	4/22/2009	\$35,554	\$35,554
PR0905	1237	STORAGE SHED	9/16/2009	\$8,380	\$8,380
PR0906	1220	TREE SPADE	7/16/2009	\$31,819	\$31,819
PR0907	1214	STACY RD - VILLAGES TRAIL	6/30/2009	\$70,181	\$70,181
PR0909	1292	WALDEN PARK RENOVATION	8/30/2010	\$89,892	\$89,892
PR0910	1600	BETHANY LAKES IMPROVEMENT	7/10/2013	\$155,702	\$155,702
PR1001	1509	FIRE STATION #5 ARTWORK	7/16/2012	\$60,180	\$60,179
PR1002	1647	CHASE OAKS IMPROVEMENTIII	3/16/2014	\$9,679,670	\$9,679,669
PR1003	1442	JUPITER PARK II	8/10/2011	\$248,961	\$248,961
PR1004	1619	HILLSIDE WELLNESS PARK	9/30/2013	\$419,121	\$419,120
PR1005	1350	IRRIGATION CONTROL FY2010	8/12/2010	\$124,941	\$124,941
PR1006	1396	SUNCREEK PK DRAINAGE IMP	7/31/2011	\$93,528	\$93,528
PR1008	1446	CH ART BLACKLAND PRAIRIE	9/14/2011	\$205,045	\$205,044
PR1101	1386	EVENT CENTER PHASE II	2/22/2013	\$156,295	\$156,294
PR1102	1448	WATTERS BRANCH PARK LAND	9/20/2011	\$4,249,854	\$4,249,853
PR1103	1417	JFRC DUMPSTER ENCLOSURE	4/27/2011	\$17,776	\$17,776
PR1105	1648	WATTERS CROSSING IMPROVE	3/16/2014	\$371,037	\$371,037
PR1106	1567	EXCHANGE PARKWAY ART	4/9/2013	\$203,015	\$203,015
PR1107	1447	ORCHARDS LAND ACQUISITION	9/14/2011	\$121,333	\$121,333
PR1201	1606	RECYCLING @ CELEBRATION	7/10/2013	\$79,151	\$79,150
PR1202	1465	STARCREEK LAND	9/18/2012	\$42,802	\$42,801
PR1205	1466	EVENT CENTER SCOREBOARD	4/22/2012	\$500,000	\$500,000
PR1207	1508	BOLIN ATHLETIC FENCE UPGR	7/12/2012	\$43,331	\$43,331
PR1210	1573	FORD PARK N TRAIL IMPROVE	4/22/2013	\$92,877	\$92,876
PR1211	1500	ATHLETIC FIELD FENCE SLAT	5/14/2012	\$17,708	\$17,707
PR1212	1518	PARKS IRRIGATION CONTROL	8/24/2012	\$54,915	\$54,915
PR1213	1522	FENCE ARCHEOLOGICAL RUINS	9/18/2012	\$5,878	\$5,878
PR1214	9999	EVENT CENTER RECYCLING	8/8/2014	\$73,620	\$32,144
PR1304	9999	TRAIL CONSTRUCTION FY2013	9/30/2013	\$34,016	\$34,016
PR1305	1543	WOODLAND PK TRAIL CONNECT	1/31/2013	\$16,542	\$16,542
PR1306	1674	EVENT CENTER PHASE III	9/30/2014	\$153,244	\$153,222
PR1307	9999	E BETHANY DR LANDSCAPING	11/20/2013	\$287,408	\$287,408
PR1309	1620	FORD PARK LIGHTING SYSTEM	9/30/2013	\$16,200	\$16,200



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR1312	9999	ADVERTISING MONITORS	4/14/2015	\$9,720	\$9,720
PR1407	9999	EDGE ASP RESTROOM PARTITI	8/8/2014	\$5,930	\$5,930
PR1413	9999	GREENVILLE HEIGHTS IMPROV	9/18/2014	\$53,435	\$53,434
PR1415	9999	SENIOR RC SOUND SYSTEM	9/18/2014	\$14,844	\$14,843
PR1419	1673	COTTONWOOD CK SCULPTURE	12/16/2014	\$17,750	\$17,750
PR1420	9999	ACIR ACOUSTIC BAFFLES	5/12/2015	\$22,014	\$22,013
PS0001	388	POLICE BLDG EXPANSION	9/30/2003	\$4,628,393	\$4,628,393
PS0004	546	CENTRAL FIRE STATION	9/30/2003	\$4,300,041	\$4,300,041
PS0201	730	FIRE STA APPARATUS	9/30/2005	\$349,981	\$349,981
PS0301	629	EMERGENCY MGMT WARNG SYST	9/30/2005	\$294,713	\$294,713
PS0302	374	EXHST SYS STA3&4	9/30/2003	\$17,110	\$17,110
PS0304	546	CNTRL FIRE ST GARAGE	9/30/2004	\$143,452	\$143,452
PS0305	630	CNTRL FIRE STA RENVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENVATION	9/30/2005	\$36,975	\$36,975
PS0401	388	POLICE STA ADDITIONS	9/30/2004	\$60,867	\$60,867
PS0402	927	PARKING LOT EXPNSN-POLICE	4/16/2007	\$245,443	\$245,442
PS0403	546	FIRE STATION IMPRVMNT	9/30/2005	\$11,980	\$11,980
PS0701	1352	SERVICE CTR/PS TRAINING	7/18/2012	\$14,179,521	\$14,179,518
PS0801	1240	JAIL EXPANSION	9/25/2009	\$735,220	\$735,220
PS0802	1361	ANIMAL SHELTER EXPANSION	3/18/2011	\$1,065,565	\$1,065,564
PS0803	1597	FIRE STATION #6	6/10/2013	\$59,199	\$59,199
PS0901	1618	PS COMMUNICATION SYSTEMS	11/14/2013	\$4,203,220	\$4,203,218
PS1001	1360	COMMUNICATIONS/DISPATCH	5/10/2012	\$585,376	\$585,375
PS1002	1455	PD HVAC REPLACEMENT	9/22/2011	\$464,229	\$464,228
PS1003	1461	FIRE STATION ALERTING SYS	9/30/2011	\$193,809	\$193,809
PS1101	9999	CITY HALL ANNEX RENOVATIO	3/12/2012	\$77,863	\$77,862
PS1102	1393	SALLY PORT LANDSCAPING	3/24/2011	\$17,915	\$17,915
PS1105	1484	K-9 FACILITY RESTROOMS	5/10/2012	\$61,094	\$61,094
PS1106	9999	CITY HALL SOFFIT REMODEL	9/28/2012	\$180,569	\$180,568
PS1201	1519	SERVICE CENTER PHASE 2	7/17/2013	\$51,658	\$51,657
PS1202	9999	POLICE STATION RENOVATION	4/15/2015	\$867,822	\$867,820
PS1203	9999	MCPAR HVAC	11/13/2013	\$79,353	\$79,353
PS1204	1521	WINDOW TINTING CITY WIDE	9/18/2012	\$45,074	\$45,074
PS1205	9999	NATATORIUM LIGHTING	5/14/2013	\$132,873	\$132,873
PS1301	9999	IT OFFICE SPACE CONSTRUCT	8/22/2013	\$53,618	\$53,618
PS1302	9999	CITY HALL CCTV	7/8/2013	\$46,076	\$46,076
PS1304	9999	MCPAR C R IMPROVEMENT	11/13/2013	\$25,066	\$25,066
PS1306	9999	PD CCTV & SECURITY UPGRAD	11/13/2013	\$41,404	\$41,403

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PS1404	1675	FIRE STATION #1 OH DOOR	9/22/2014	\$51,483	\$51,483
PS1406	9999	SECURITY CARD FS #1,3,4	8/19/2014	\$24,089	\$24,089
PS1407	9999	FS #4 KITCHEN REMODEL	9/18/2014	\$82,822	\$82,822
PS1408	9999	EXISTING FACILITIES UPGRA	7/8/2015	\$144	\$144
ST0035	574	ANGEL PKWY & MALONE	9/30/2003	\$3,290,404	\$3,290,404
ST0036	574	ANGEL PKWY,BY DVLPR	9/30/2003	\$131,042	\$131,042
ST0101	728	ALLEN HTS,BTHNY-PRKMEDIAN	9/30/2005	\$333,386	\$333,385
ST0110	762	SH5, EXCHANGE-STACY	7/19/2010	\$1,378,140	\$1,378,138
ST0111	761	FM2170E, ALLEN HTS-FM2551	9/12/2007	\$7,014,185	\$7,014,185
ST0113	854	BETHANY E, US75-ALLEN HTS	5/8/2006	\$3,915,419	\$3,915,419
ST0123	671	E EXCHANGE,SH5-1378	9/30/2004	\$3,014,641	\$3,014,641
ST0127	367	SGNL LT-CNTRY@MCDRM	9/30/2003	\$445,783	\$445,783
ST0136	672	ALMA DR,TATUM-BELAIR	9/30/2004	\$1,181,982	\$1,181,982
ST0137	330	WATTERS RD, PH I	9/30/2002	\$351,626	\$351,626
ST0141	395	ASPHALT PAVEMENT,PH I	9/30/2003	\$361,382	\$361,381
ST0142	556	CONCRETE ALLEY REPLCMNT	9/30/2003	\$672,824	\$672,823
ST0146	195	MAIN/MALONE INTERSECTION	9/30/2002	\$150,000	\$148,279
ST0148	231	101 S BUTLER,ASBSTS	9/30/2002	\$14,086	\$14,086
ST0201	396	SH 5 SIDEWALKS, PH2	9/30/2003	\$314,059	\$314,059
ST0202	876	ALLEN DRIVE	9/27/2006	\$3,036,182	\$3,036,182
ST0203	674	ST MARY'S DRIVE	9/30/2004	\$550,731	\$550,729
ST0204	360	STREET LIGHT INSTALLATION	9/30/2003	\$425,933	\$425,933
ST0205	361	ASH DRIVE	9/30/2003	\$320,736	\$320,735
ST0206	193	TEN OAKS	9/30/2002	\$58,880	\$58,880
ST0207	670	BETHANY SIGNAL	9/30/2004	\$151,140	\$151,140
ST0249	1089	ALLEN CENTRAL DRIVE	9/10/2008	\$48,116	\$48,116
ST0301	731	RIDGEMONT DRIVE	9/30/2005	\$824,510	\$824,510
ST0302	652	ASPHLT RPLCMNT PH2	9/30/2004	\$648,681	\$648,681
ST0304	364	RIDGEVIEW, US75-STACY RD	9/30/2004	\$227,250	\$227,250
ST0306	895	ANGEL PKWY, LANDSCAPE& LT	11/20/2006	\$418,831	\$418,830
ST0309	664	CONCRETE ALLEY PH 11	9/30/2004	\$476,646	\$476,035
ST0310	766	ALLEN DRIVE, PHASE 2	9/7/2006	\$674,124	\$674,124
ST0311	1058	INTERSECTION IMPROVEMENTS	4/30/2008	\$95,194	\$95,193
ST0312	1402	SIGNAL UPGRADE/COM.SYSTEM	3/10/2011	\$1,417,049	\$1,417,049
ST0313	628	BEL AIR DR ROW	9/30/2004	\$186,099	\$186,099
ST0315	767	BETHANY DRIVE EAST	12/8/2006	\$1,825,519	\$1,825,519
ST0317	1202	N BETHANY LAKES-WALL PRJ	6/11/2009	\$66,000	\$66,000
ST0318	351	BTHNY @AYLSBY SGNL	9/30/2004	\$74,840	\$74,840



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST0319	373	RDGVIEW/RWLT CR BRG	9/30/2003	\$74,376	\$74,375
ST0320	673	EXCHNGE PKWY@RVRCST	9/30/2004	\$92,298	\$92,298
ST0321	657	TRAFFIC SIGNALS	9/30/2004	\$130,700	\$130,700
ST0338	703	CONCRETE REPLACEMENTS	9/30/2005	\$835,525	\$835,525
ST0403	812	ST. MARY DRIVE, PH 2	2/10/2006	\$617,417	\$617,417
ST0404	853	HEDGCOXE RD, DCHSS-LNGWOOD	5/2/2006	\$144,283	\$144,282
ST0406	672	BEL AIR - ALMA SIGNAL	9/30/2005	\$106,916	\$106,916
ST0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$133,380	\$133,380
ST0415	720	WATTERS RD, TWN CRK-WTRAIL	9/30/2005	\$244,935	\$244,935
ST0416	940	HILLSIDE/WNDRDGE ST.LIGHT	7/5/2007	\$7,248	\$7,248
ST0501	953	EXCHANGE,WATTERS-W.BRANCH	2/4/2010	\$2,364,907	\$2,364,905
ST0503	886	EXCHANGE PK,TWN CRK-SH121	6/23/2011	\$5,153,414	\$5,153,410
ST0504	855	LED SIGNAL LIGHTS	5/11/2006	\$42,027	\$42,026
ST0505	979	RIDGEVIEW/CUSTER INTRSCTN	8/31/2007	\$153,014	\$153,014
ST0506	739	TEN OAKS LANDSCAPE	9/30/2005	\$24,210	\$24,210
ST0507	1090	ST. MARY DRIVE, PH 3	9/10/2008	\$2,007,891	\$2,007,890
ST0508	856	MCDERMOTT/75 INTERSECTION	5/11/2006	\$158,835	\$158,835
ST0509	822	McDRMTT@ALLEN DR INTRSCTN	2/20/2006	\$132,508	\$132,508
ST0601	1101	FIRE STA 2&3 EMERG SIGNAL	9/18/2008	\$130,870	\$130,871
ST0603	1260	STACY RD-US 75 TO GREENVI	1/11/2010	\$2,852,290	\$2,852,290
ST0604	935	DUCHESS AND HEDGCOXE	6/21/2007	\$120,958	\$120,958
ST0606	941	CUMBERLAND CROSSING	7/5/2007	\$43,954	\$43,953
ST0607	939	SHALLOWATER BRIDGE	7/2/2007	\$180,000	\$180,000
ST0608	1117	STACY-WATTERS TRAFFIC SIG	9/30/2008	\$146,318	\$140,317
ST0610	1204	ANGEL PARKWAY, PH III	6/11/2009	\$803,965	\$803,964
ST0697	892	SIDEWALK	9/30/2006	\$17,308	\$17,308
ST0701	1113	ALLEN DRIVE, PHASE 3	9/30/2008	\$361,098	\$361,098
ST0702	1120	EXCHANGE PKWY SIGNALS	9/30/2008	\$141,638	\$141,638
ST0703	923	WINDRIDGE EXCHANGE PKWY	3/22/2007	\$78,432	\$78,431
ST0705	1091	ALMA/HEDGCOXE	9/9/2008	\$410,322	\$410,322
ST0706	1083	JUPITER RD REPLACEMENT	9/5/2008	\$193,810	\$193,809
ST0707	954	US 75/SH 121 ROW	9/9/2008	\$150,000	\$150,000
ST0708	980	MCDERMOTT TURN LANE	9/12/2007	\$25,044	\$25,044
ST0709	1106	COUNTRY BROOK LANE	2/10/2010	\$484,081	\$484,080
ST0710	1438	RIDGEVIEW ALIGNMENT PH 1	7/21/2011	\$54,575	\$54,575
ST0711	1154	MAIN STREET LANDSCAPING	1/19/2009	\$289,681	\$289,681
ST0712	1092	2551/MAIN ST SIDEWALKS	9/12/2008	\$19,613	\$19,612
ST0715	1093	HEDGCOXE ROAD	9/10/2008	\$370,052	\$370,051



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST0717	1094	MCDERMOTT PAVEMENT REHABI	9/10/2008	\$348,729	\$348,728
ST0801	1439	RIDGEVIEW-CUSTER TO ALMA	7/21/2011	\$5,916,100	\$5,916,099
ST0802	1239	WATTERS RD BOSSY TO RIDGE	3/10/2011	\$1,977,913	\$1,977,912
ST0805	1167	STREET & ALLEY REPAIR	2/12/2009	\$297,649	\$297,648
ST0806	1300	ALMA IMP ROWLETT/TATUM	6/30/2010	\$255,742	\$255,742
ST0809	1119	BETHANY TRAFFIC SIGNALS	9/30/2008	\$8,750	\$8,750
ST0810	1261	ALMA/HEDGCOXE TRAFFIC SIG	2/17/2010	\$43,092	\$43,092
ST0811	1373	2009 TRAFFIC SIGNALS	9/30/2010	\$591,823	\$591,823
ST0812	1254	FY09 STREET& ALLEY REPAIR	11/19/2009	\$396,223	\$396,222
ST0813	1293	SHALLOWATER DRIVE	8/31/2010	\$205,456	\$205,455
ST0902	1272	RIDGEVIEW-ALMA-US75 LAND	5/10/2012	\$2,905,653	\$2,905,652
ST0903	1374	CHELSEA DR & COMMERCE PKY	9/30/2010	\$1,261,385	\$1,261,385
ST0904	1375	2010 TRAFFIC SIGNALS	9/30/2010	\$636,103	\$636,102
ST1001	1376	FY10 STREET& ALLEY REPAIR	9/30/2010	\$853,376	\$853,375
ST1002	1440	AISD STADIUM INTERSEC IMP	9/30/2012	\$503,944	\$503,943
ST1006	1501	SERVICE CTR/FIRE #5 SIGNA	6/30/2012	\$279,996	\$279,995
ST1008	9999	CABELA'S TREE MITI & SITE	2/17/2012	\$3,213,122	\$3,213,121
ST1009	1616	MAIN ST-ALLEN DR TO US75	9/16/2013	\$1,005,418	\$1,005,418
ST1010	1401	CABELA'S ACCELERATION LN	2/28/2011	\$18,800	\$18,800
ST1101	1467	FY11 STREET& ALLEY REPAIR	12/19/2011	\$729,582	\$729,581
ST1102	1430	GREENVILLE STREET LIGHTS	6/23/2011	\$140,319	\$140,319
ST1103	1612	E BETHANY DR WIDENING	8/26/2013	\$2,279,906	\$2,279,904
ST1106	1545	EXCHANGE PKWY MEDIAN IMP	2/12/2013	\$484,740	\$484,740
ST1107	1454	CHELSEA BOULEVARD PHASE I	4/8/2013	\$2,535,922	\$2,535,920
ST1201	9999	FY12 STREET& ALLEY REPAIR	8/3/2012	\$557,453	\$557,452
ST1204	9999	STACY RD PAVEMENT MARKING	8/22/2013	\$13,632	\$13,632
ST1205	9999	BIKE ROUTE MARKINGS	4/10/2012	\$49,690	\$49,690
ST1206	1569	CABELA'S NBFR LANE	4/15/2013	\$668,352	\$668,352
ST1208	9999	FY12 STREET& SIDEWALK REP	1/31/2013	\$374,415	\$374,414
ST1301	1550	RIDGEVIEW-WATTERS TO STAC	9/16/2013	\$1,241,540	\$1,241,539
ST1304	9999	TS WATTERS & BRAY CENTRAL	2/11/2015	\$250,134	\$250,133
ST1305	9999	FY13 STREET &ALLEY REPAIR	9/30/2014	\$1,037,427	\$1,037,426
ST1306	9999	SHARROWS BIKE ROUTE PH 2	8/30/2013	\$48,535	\$48,535
ST1311	9999	BOSSY BOOTS & EXCHANGE TS	2/24/2015	\$192,687	\$192,686
ST1312	9999	US75 / SH121 ROW	11/20/2013	\$738,570	\$738,570
ST9508	719	SH5 MEDIANS,CHP-XCH	9/30/2005	\$1,367,605	\$1,367,605
ST9512	229	MCDERMOTT,CUSTER-US75	9/30/2002	\$11,638,037	\$11,638,037
ST9809	572	COLLECTOR SIDEWALKS	9/30/2003	\$559,631	\$559,225

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST9828	230	ALMA DR, EXCHANGE-SH121	9/30/2002	\$3,566,608	\$3,566,608
ST9829	538	STACY RD,US75-SH121	9/30/2003	\$9,672,319	\$9,672,319
ST9903	541	BETHANY WEST	9/30/2003	\$5,671,564	\$5,671,564
ST9904	1238	CHAPARRAL BRIDGE	3/15/2013	\$3,359,160	\$3,359,157
ST9918	366	WATTERS, BETHANY-MCDERMOTT	9/30/2003	\$1,689,394	\$1,689,394
WA0009	228	LOST CREEK LIFT STATION	9/30/2001	\$88,000	\$87,879
WA0016	87	HIGHPOINT WATER LINE	9/30/2001	\$57,271	\$57,271
WA0027	560	ALLEN HTS IMPROVEMENTS	9/30/2003	\$1,170,306	\$1,170,302
WA0030	537	ALLEN HTS,PH II WATERLINE	9/30/2003	\$1,205,493	\$1,205,491
WA0036	579	STACY RD PUMP STA#2	9/30/2003	\$5,130,942	\$5,130,942
WA0112	872	PRESTIGE CIR WATER TOWER	9/12/2006	\$4,165,604	\$4,165,604
WA0118	1241	ALLENWOOD SANITARY SEWER	9/30/2009	\$1,098,600	\$1,098,599
WA0120	632	LOST CREEK RANCH PH2A	9/30/2004	\$348,230	\$348,230
WA0132	557	S.C.A.D.A.	9/30/2003	\$352,456	\$352,456
WA0133	356	HEDGCOXE WATERLINE	9/30/2003	\$255,881	\$255,881
WA0134	356	OVERSIZING W&S	9/30/2003	\$14,654	\$14,654
WA0214	392	WATERLINE REPLACEMENT	9/30/2003	\$124,375	\$124,375
WA0215	677	OLA SEWER	9/30/2004	\$936,723	\$936,720
WA0216	578	COTTONWOOD CREEK SEWER	9/30/2003	\$835,838	\$835,838
WA0217	731	RIDGEMONT SEWERLINE	9/30/2005	\$225,000	\$225,000
WA0218	308	STACY RIDGE LIFT STATION	9/30/2002	\$218,550	\$218,550
WA0219	358	BETHANY RIDGE LIFTSTATION	9/30/2003	\$113,616	\$113,616
WA0240	1264	CUSTER RD PMP STA#3 EXPNS	3/11/2010	\$5,779,059	\$5,779,058
WA0301	1122	TWN CREEKS 36" WTRLINE 6B	9/30/2008	\$734,100	\$734,099
WA0302	735	WATER TOWER SECURITYLIGHT	9/30/2005	\$423,572	\$423,572
WA0303	676	FAIRVIEW WSTWTR INTR	9/30/2004	\$104,682	\$104,682
WA0305	1194	COVENTRY II OVERSIZING	5/26/2009	\$131,109	\$131,109
WA0335	781	WESTSIDE WATERLINE	2/10/2010	\$3,388,382	\$3,388,382
WA0402	698	36" WATERLINE TC6A	9/30/2005	\$211,242	\$211,242
WA0403	811	ST. MARY DRIVE, PH 2	2/9/2006	\$83,000	\$82,798
WA0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$237,435	\$237,435
WA0415	720	WATTERS RD-QUAIL RUN	9/30/2005	\$29,470	\$29,470
WA0507	936	ST MARY DR PH III WATER	6/20/2007	\$57,000	\$57,000
WA0511	932	EAST MAIN WATER LINE	6/12/2007	\$1,554,666	\$1,554,666
WA0601	950	JUPITER RD SEWER REPLACEM	1/19/2009	\$488,201	\$488,200
WA0602	1203	EXCHANGE PARKWAY WATERLIN	6/11/2009	\$71,546	\$71,545
WA0701	579	STACY RD GROUND STORAGE	9/12/2007	\$555,816	\$555,816
WA0702	1095	COUNTRY CLUB WATERLINE	9/9/2008	\$96,121	\$96,121



Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0703	1189	BEACON HILL/MCDERMOTT W/L	4/16/2009	\$53,399	\$53,39
WA0704	1212	CUSTER ROAD WATERLINE	3/2/2010	\$343,520	\$343,51
WA0801	1084	ALLEN DRIVE PHASE III	9/5/2008	\$161,198	\$161,19
WA0802	1156	FAIR MEADOW SANITARY SEWE	1/19/2009	\$123,876	\$123,87
WA0803	1255	LIFT STATION IMPROVEMENTS	1/25/2010	\$23,198	\$23,19
WA0804	1380	PUMP STATION IMPROVEMENTS	9/30/2010	\$72,718	\$72,71
WA0805	1482	HILLSIDE WATER TOWER	5/21/2012	\$5,600,203	\$5,600,20
WA0806	1190	STACY TANK CATHODIC PROTE	4/16/2009	\$9,813	\$9,81
WA0807	1263	HIGH MEADOWS SEWER LINE	3/2/2010	\$762,976	\$762,97
WA0808	1377	MAIN ST WATERLINE REPLAC	9/30/2010	\$534,850	\$534,85
WA0901	1256	ROWLETT WATER TOWER FENCE	1/11/2010	\$132,412	\$132,41
WA0902	1378	TIMBERCREEK SANITARY SEWE	9/30/2010	\$666,299	\$666,29
WA0903	1243	RIDGEVIEW-CUSTER TO ALMA	9/30/2009	\$221,175	\$221,17
WA0904	1205	EXCHANGE PKWY WATERLINE	6/11/2009	\$362,972	\$362,97
WA0905	1299	GREENVILLE WATERLINE REPL	6/29/2010	\$188,366	\$188,36
WA0906	1354	SHALLOWATER WATER/SEWER	8/31/2010	\$24,109	\$24,10
WA0907	1379	CHELSEA & COMMERCE W/S	9/30/2010	\$249,529	\$249,52
WA0909	1257	BRAY CENTRAL WATERLINE LO	1/25/2010	\$20,928	\$20,92
WA1001	1355	ROWLETT WT LANDSCAPING	9/13/2010	\$54,596	\$54,59
WA1002	1471	US 75 WATERLINE REPLACEME	2/13/2012	\$1,354,309	\$1,354,30
WA1003	1472	WALDEN PARK WATER/SEWER	3/13/2012	\$1,189,002	\$1,189,00
WA1005	1443	CHAPARRAL FORCE MAIN & LS	8/22/2011	\$2,806,430	\$2,806,42
WA1103	1542	WALDEN PARK W&S PHASE II	1/31/2013	\$1,198,809	\$1,198,80
WA1205	1574	STACY TANK IMPROVEMENT	5/20/2013	\$310,718	\$310,71
WA1206	1596	WEST MAIN ST W&S RECONSTR	6/26/2013	\$244,324	\$244,32
WA1207	1523	ROWLETT TOWER MIXING SYS	9/20/2012	\$146,291	\$146,29
WA1208	1555	CHELSEA BLVD PHASE 1 W&S	3/15/2013	\$400,000	\$400,00
WA1209	9999	WHIS-LYNGE & ROLLING W&S	3/30/2015	\$4,057,852	\$4,057,85
WA1301	1617	RIDGEVIEW-WATTERS TO STAC	9/16/2013	\$113,400	\$113,39
WA1302	8888	ALLEN HEIGHTS/BETHANY	4/17/2015	\$459,882	\$459,88
WA1401	9999	755 HERITAGE PKWY S S EXT	9/30/2014	\$33,250	\$33,25
WA1404	9999	MILLWOOD LN WATERLINE REL	9/30/2014	\$34,581	\$34,58
WA1405	9999	POLLO TROPICAL WL EXT	7/10/2015	\$95,000	\$81,62
WA9822	226	PUMP STA #3 & 2 TNK	9/30/2002	\$9,552	\$9,55
WA9923	224	LNDSCP 2 ELEV TANK	9/30/2002	\$6,645	\$6,64
WA9925	225	CUSTER PMP ST3 LDSC	9/30/2002	\$89,488	\$89,48
WA9931	636	ALMA,TATUM-BELAIR	9/30/2004	\$20,921	\$20,92

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

SUBJECT:

STAFF RESOURCE:

February 28, 2017

Receive the Summary of Property Tax Collections as of January 2017.

Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Summary of Property Tax Collections as of January 2017

Kenneth L. Maun Tax Assessor Collector Collin County 2300 Bloomdale Rd P.O. Box 8046 McKinney, Texas 75070 972- 547-5020 Metro 424-1460 Ext.5020 Fax 972-547-5040

February 10, 2017

Mayor Stephen Terrell City of Allen 305 Century Parkway Allen, Texas 75013

Dear Mayor Terrell,

Enclosed is the Monthly Collection Report for: The City of Allen tax collections for the month were: The Rollback Collections for the month were:

Sincerely,

Kenneth L. Maun

Tax Assessor Collector

Attachment

cc: Peter Vargas, City Manager Eric Cannon, Chief Financial Officer Joanne Stoehr, Assistant Finance Director

KM:ds

January 2017 \$17,032,301.56 \$198,085.75

Kenneth L Maun			Page 1
Tax Assessor/Collector			
Collin County			
P O Box 8046 McKinney Tx 75070			
Mickinney 1x 75070			
	Monthly Collection Status Repor	t	
	January 2017		
	City of Allen #06		
nye	Collections	Cumulative Total	%
	Month of January	10/1/16 thru 1/31/17	of Collections
Current Tax Year Collections			
Base M&O	\$12,815,788.09	\$37,717,588.38	86.46
Base I&S	4,001,431.77	\$11,776,438.51	00.40
Late Renditon Penalty	10,353.76	\$13,251.45	
P&I M&O	2.08	\$3.74	
P&I I&S	0.00	\$0.00	
P&I I&S Bond		45.00	
Attorney Fee	0.00	\$0.00	
Other>	0.00	682.54	
Subtotal	\$16,827,575.70	\$49,507,964.62	86.49
		· · · ,• · · · • • • • • • • • • • • • •	00.40
Delinquent TaxYears Collections			
Base M&O	\$128,267.38	\$214,681.79	
Base I&S	44,078.45	\$74,385.37	
Late Rendition Penalty	22.53		
P&I M&O	22.55	\$155.51 \$43,155.76	
P&I I&S	8,454.99	\$43,155.76 \$15,143.21	
P&I I&S Bond	0,404.00	\$15,1 4 5.23	
Attorney Fee	1,265.07	\$4,631.77	
Other>	0.00	2,440.83	
Subtotal	\$205,990.93	\$354,594.24	0.62
Combined Current & Delinquent:			
Base M&O	\$12,944,055.47	\$37,932,270.17	
Base I&S	4,045,510.22	11,850,823.88	
Late Rendition Penalty	10,376.29	13,406.96	
P&I M&O	23,904.59	43,159.50	
P&I I&S	8,454.99	15,143.21	
P&I I&S Bond			
Attorney Fee	1,265.07	4,631.77	
Other>	0.00	3,123.37	
Total Collections	\$17,033,566.63	\$49,862,558.86	87.119
			87. 100.
Original 2016 Tax Levy		\$57,241,851.90	

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070

		rative Collection Stati January 2017	us Report	
	City of Allen #0)6		
	Collections th		Collections thr	u
Current Tax Year Collections	January 2017	% Collections	January 2016	% Collections
Base M&O + I&S	\$49,494,026.89	86.46%	\$45,387,831.81	84.18%
Late Renditon Penalty P&I_M&O + I&S	13,251.45 3.74		12,545.40 37.10	
Attorney Fee	0.00		0.00	
Other> Subtotal	<u>682.54</u> \$49,507,964.62	86.49%	0.00 \$45,400,414.31	84.20%
Delinquent Tax Years Collections				
Base M&O + I&S	\$289,067.16		\$71,702.33	
Late Renditon Penalty P&I_M&O + I&S	155.51 58,298.97		407.76 19,690.41	
Attorney Fee Other>	4,631.77 2,440.83		7,948.53 0.00	
Subtotal	\$354,594.24	0.62%	\$99,749.03	0.18%
Combined Current & Delinquent:				
Base M&O + I&S	\$49,783,094.05		\$45,459,534.14	
P&I M&O + I&S Late Rendition Penalty	58,302.71 13,406.96		19,727.51 12,953.16	
Attorney Fee	4,631.77		7,948.53	
Other	3,123.37		0.00	
Total Collections	\$49,862,558.86	87.11%	\$45,500,163.34	84.39%
Adjusted 2015 Tax Levy			\$53,919,688.10	100.00%
Original 2016 Tax Levy	\$57,241,851.90	100.00%		

McKinney Tx 75070		
Levy Outs Janua	standing Status Report ry 2017	
City of J	Allen #06	
	Current Tax Year	Delinquent Tax Ye
Current Month:		
Tax Levy Remaining as of 12/30/16	\$25,793,518.78	\$478,441.18
Base M&O Collections	16,817,219.86	172,345.83
Supplement/Adjustments	-8,178.73	15,768.87
Write-off	0.00	0.00
Remaining Levy as of 1/31/17	\$8,968,120.19	\$321,864.22
Cumulative (From 10/01/16 thru 1/31/17)		
Original 2016 Tax Levy (as of 10/01/16)	\$57,241,851.90	\$452,274.53
Base M&O + I&S Collections	49,494,026.89	289,067.16
Supplement/Adjustments	1,220,295.18	158,656.85
Write-off	0.00	0.00
Remaining Levy as of 1/31/17	\$8,968,120.19	\$321,864.22

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070 Page 4

Monthly Distribution Report January 2017 City of Allen #06 Distribution Distribution Month of January 10/1/16 thru 1/31/17 Weekly Remittances: Week Ending 1/6/17 \$3,186,323.92 \$4,358,851.28 Week Ending 1/13/17 \$2,969,578.85 \$5,063,486.22 Week Ending 1/20/17 \$3,114,865.61 \$5,457,167.76 Week Ending 1/27/17 \$6,054,602.57 \$24,336,446.73 Week Ending 1/31/17 \$1,706,411.75 \$10,638,863.82 Total Weekly Remittances \$17,031,782.70 \$49,854,815.81 Overpayment from Prior Month \$0.00 \$0.00 Manual Adjustment Refund \$0.00 \$0.00 Commission Paid Delinquent Attorney \$1,265.07 \$7,072.60 **Entity Collection Fee** \$0.00 \$0.00 Judgement Interest \$0.00 \$0.00 5% CAD Rendition Penalty \$518.86 \$670.45

Total Disbursements	\$17,033,566.63	\$49,862,558.86
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017
SUBJECT:	Adopt a Resolution Amending Resolution No. 3051- 12-11(R) by Amending Fees and Charges for Ford Pool.
STAFF RESOURCE:	Tim Dentler, Director, Parks and Recreation Carrie Cessna, Assistant Director, Parks and Recreation
BOARD COMMISSION ACTION:	On November 14, 2016, the Parks and Recreation Board recommended the City Council approve the Ford Pool Fees.
ACTION PROPOSED:	Adopt a Resolution Amending Resolution No. 3051- 12-11(R) by Amending Fees and Charges for Ford Pool.

BACKGROUND

In November 2015, the City of Allen executed a contract with Pool A.R.T. LLC for the Ford Pool Renovation Project and established a project budget of \$3,643,369. The project which is scheduled to open in May 2017 is a fully renovated swimming pool with features including: 20 foot feature slide; children's play structure; tumble bucket tower; and pavilions and cabana structures for shade. Pool space includes a zero depth entry area; leisure area; and 6 lap lanes.

Prior to the renovation, Ford Pool offered daily admission, seasonal pool passes and after hour pool rental fees which were reflective of previous expenses and amenity offerings. The fees for Ford Pool prior to the renovation included a daily admission of \$1.75.

The renovated pool, will offer more features, leisure space and opportunities for pavilion/cabana rentals as well as after hour pool rental, which warrants fee adjustments. Additional expanded aquatic zones necessitates additional staffing requirements to meet aquatic safety standards. The proposed fee structure is shown in the attached Resolution.

The Daily Admission Rate will be \$3.00 for residents and \$5.00 for non-residents. The rates for a Season Pass will be \$65.00 for individual resident, \$100.00 for individual non-resident, \$200 for family (up to 4) residents and \$300.00 for family (up to 4) non-residents. Each additional family member will be \$50.00 for residents and \$65.00 for non-residents. Additional rates established in the resolution include Facility Rental Rates for the Pool Facility and the Pavilion and Shade Structures.

With the newly renovated pool, membership at other locations (including Don Rodenbaugh Natatorium, Joe Farmer Recreation Center and Allen Senior Recreation Center) do not include use of Ford Pool.

BUDGETARY IMPACT

Revenues and Expenses related to the operations of Ford Pool have been included in the FY 2016-2017 Budget. Based on data provided by the project consultant and fee recommendations of the Parks and Recreation Board, the budgetary projections include an estimated annual revenue of \$297,680, and annual expenses of \$266,870.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a Resolution Amending Fees and Charges for Ford Pool.

MOTION

I make a motion to adopt Resolution No. _____ amending Resolution No. 3051-12-11(R) by Amending Fees and Charges for Ford Pool.

ATTACHMENTS:

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING RESOLUTION NO. 3051-12-11(R) BY AMENDING FEES AND CHARGES FOR FORD POOL; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to establish fees for alarm systems by resolution; and,

WHEREAS, the City Council hereby desires to amend and restate the fees and charges for Ford Pool previously adopted by Resolution Number 3051-12-11(R) in the manner set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Council hereby amends and restates the following fees and charges set forth herein for Parks and Recreation for the use of Ford Pool:

NON-MEMBER RATES (DAILY USAGE)

Daily Admission Resident Non-Resident	FEE \$3 \$5
Season Pass	
Individual Resident	\$65
Individual Non-Resident	\$100
Family (up to 4) Resident	\$200
each additional family member	\$50
Family (up to 4) Non-Resident	\$300
each additional family member	\$75

Family Season Pass household is defined as one or more persons related by blood or marriage living together in the same dwelling unit.

Memberships at other locations (including Don Rodenbaugh Natatorium, Joe Farmer Recreation Center and Allen Senior Recreation Center) do <u>not</u> include use of Ford Pool.

FACILITY RENTAL RATES

Pool Rental (2-HR MINIMUM RATE)	HOURLY RATE RESIDENT	HOURLY RATE NON-RESIDENT
1-50 Persons	\$225	\$275
51-100	\$265	\$315
101-150	\$305	\$355
151-200	\$345	\$395
201-250	\$385	\$435
251-300	\$425	\$475
301-350	\$465	\$515
351-400	\$505	\$555
Additional per 50 persons up to 600	\$40	\$50

Deposit After Hour Rental	RATE	
1-200 Persons	\$100	
201-600	\$200	
Pavilion and Shade Structures	HOURLY RATE	DEPOSIT
Cabana	\$15	\$15
Pavilion (16x20)	\$25	\$25
Pavilion (16x30)	\$35	\$35

SECTION 2. The Parks and Recreation Director is authorized by administrative order, a copy of which shall be filed in the office of the City Secretary, to establish from time to time various fees based on market conditions for programs conducted by the Parks and Recreation Department.

SECTION 3. All prior Resolutions of the City of Allen, Collin County, Texas, in conflict with the provisions of this Resolution, be and the same are hereby repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution shall take effect upon its adoption

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	February 28, 2017	
SUBJECT:	CONTINUED ITEM - Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]	
STAFF RESOURCE:	Madhuri Mohan, Senior Planner	
PREVIOUS COUNCIL ACTION:	On January 24, 2017, the City Council voted 7 in favor and 0 opposed to continue the Public Hearing on this item to the February 28, 2017, City Council meeting.	
BOARD COMMISSION ACTION:	On January 3, 2017, the Planning and Zoning Commission voted 7 in favor (Commissioners Cocking, Trahan, Hollingsworth, Platt Jr., Mangrum, Orr, Ogrizovich) and 0 opposed to recommend approval of this request.	
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]	

BACKGROUND

The property is generally located north of Main Street and west of Angel Parkway. The property is zoned Planned Development PD No. 42 Shopping Center SC. The properties to the north, west, and east are zoned Planned Development PD No. 42 Shopping Center SC. The property to the south (across Main Street) is zoned Planned Development PD No. 44 Shopping Center SC.

A Site Plan for approximately 11.148± acres is currently being reviewed on the hard corner (north of Main Street and west of Angel Parkway) for a retail/restaurant development. All proposed uses are permitted by right with the exception of the fueling station. The applicant is requesting a Specific Use Permit (SUP) for the Fueling Station use. The Allen Land Development Code (ALDC) requires a Fueling Station use to receive a Specific Use Permit (SUP) to locate within a Shopping Center SC zoning district. The SUP for the fueling station use is supported as an accessory use associated with the Market/Grocery use. The fueling station is to be developed in conjunction with or after the Market/Grocery use is developed. This condition is included in the SUP ordinance.

The SUP Site Plan shows the approximately $0.999\pm$ acre property for a Fueling Station use. There are six (6) double sided fuel pumps on the property as well an approximately 3,000 square foot proposed retail building.

There is one (1) primary access point into the site through a proposed fire lane which connects to Main Street.

Parking and open space exceed ALDC standards. A 5' sidewalk will be constructed along Main Street.

The proposed retail building is one (1) story with a maximum building height of 19'. Primary building materials include brick, stone, metal, and glass. The fueling station canopy is 21' feet in height and is constructed of stone and metal with a mansard roof.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the Allen Land Development Code.

On January 3, 2017, the Planning and Zoning Commission recommended approval of the request.

This item was continued at the January 24, 2017, City Council meeting to allow time to work on modifications to the language related to requirements concerning the ownership and operational relationship between the main grocery anchor and the fueling station. The new language was not confirmed prior to the agenda posting, so the original Ordinance is attached for City Council's consideration.

LEGAL NOTICES

Public Hearing Sign - December 21, 2016 Public Hearing Notices - December 21, 2016 Newspaper Notice - January 5, 2017

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. ______ approving a specific use permit for a Fueling Station use for 0.999± acres generally located north of Main Street and west of Angel Parkway.

ATTACHMENTS:

Ordinance Property Notification Map Draft Minutes from the January 3, 2017 P&Z Meeting

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 151 AUTHORIZING 0.999± ACRES SITUATED IN THE WITSAUL FISHER SURVEY, ABSTRACT NO. 323, PRESENTLY ZONED PLANNED DEVELOPMENT NO. 42 FOR SHOPPING CENTER "SC" TO BE DEVELOPED AND USED FOR A FUELING STATION; ADOPTING DEVELOPMENT REGULATIONS, A SITE PLAN, LANDSCAPE PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 151 authorizing 0.999± acres situated in the Witsaul Fisher Survey, Abstract No. 323, City of Allen, Collin County, Texas, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), which is presently zoned Planned Development No. 42 for Shopping Center "SC" to be developed and used for a Fueling Station subject to the provisions of this Ordinance.

SECTION 2. The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code, the Development Regulations governing Planned Development No. 42, as amended, and, if developed and used as a Fueling Station in accordance with this Specific Use Permit No. 151, shall be subject to the following special conditions:

- A. The Specific Use Permit granted hereby is expressly limited to the area of the Property shown in the legal description attached hereto as Exhibit "A" and as shown in the Site Plan attached hereto as Exhibit "B," and incorporated herein by reference.
- B. The use and development of the Property as a Fueling Station shall be only in accordance with the Site Plan attached as Exhibit "B," the Landscape Plan set forth in Exhibit "C," and the Building Elevations set forth in Exhibit "D," attached hereto and incorporation herein by reference.
- C. This Specific Use Permit is limited to authorizing the use and development of the Property as a Fueling Station and not for any other use that may otherwise be within the definition of "Fueling Station" as that use is defined in the Allen Land Development Code, as amended.
- D. Notwithstanding anything to the contrary in this Ordinance, the Property may be developed and used for fueling station purposes, only if (a) such use is developed and continually operated in association with the development and operation of a grocery store use on the adjacent property identified as "Lot 1"

on the Landscape Plan, and (b) the fueling station is owned by (i) the same person or entity that owns the grocery store or (ii) an affiliate of the person or entity of the grocery store owner. Use of the Property for a fueling station independent of the grocery store use as provided shall constitute a prohibited use. For purposes of this paragraph, an "affiliate of the person or entity of the grocery store owner" shall mean any entity that owns or controls, is owned or controlled by or is under common ownership or control with, the grocery store owner, or any entity the ownership of which is substantially the same as the ownership of the grocery store. For purposes of this Paragraph E, "control" (and any form thereof, such as "controlling" or "controlled") means, for any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity. The Specific Use Permit granted by this Ordinance shall terminate and the use of the Property for fueling station purposes shall cease if either of the foregoing conditions (i) or (ii) described above fail to be satisfied for a period of ninety (90) consecutive days.

E. All fuel system vent stacks must be hidden from view from a public street.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY (kbi:1/11/17:82882) Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A" LEGAL DESCRIPTION

STATE OF TEXAS

COUNTY OF COLLIN

BEING a tract of land situated in the WITSAUL FISHER SURVEY, ABSTRACT NO. 323, City of Allen, Collin County, Texas and being a portion of a tract of land as described in deed to 2170/Malone Joint Venture, recorded in Volume 2885, Page 708, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the most southerly southeast corner of Auburn Springs, Phase Two Addition, an addition to the City of Allen, Collin County, Texas according to the plat thereof recorded in Cabinet O, Page 127, Plat Records, Collin County, Texas (P.R.C.C.T.) and in the north right-of-way line of Main Street (F.M. Highway 2170, variable width right-of-way);

THENCE North 89 deg 42 min 18 sec East, departing the Southeast corner of said Auburn Springs and along the Northerly right-of-way line of said Main Street, a distance of 388.40 feet to the POINT OF BEGINNING;

THENCE departing the Northerly right-of-way line of said Main Street and over and across said 2170/Malone Joint Venture tract the following courses and distances;

North 00 deg 20 min 57 sec West, a distance of 208.90 feet to a 1/2-inch iron rod with red plastic stamped "W.A.I." set for corner;

North 89 deg 40 min 30 sec East, a distance of 210.63 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner;

South 00 deg 19 min 30 sec East, a distance of 204.05 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner, said iron rod being on the proposed Northerly right-of-way line of said Main Street;

THENCE South 89 deg 42 min 36 sec West, along the proposed Northerly right-of-way line of said Main Street, a distance of 20.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner;

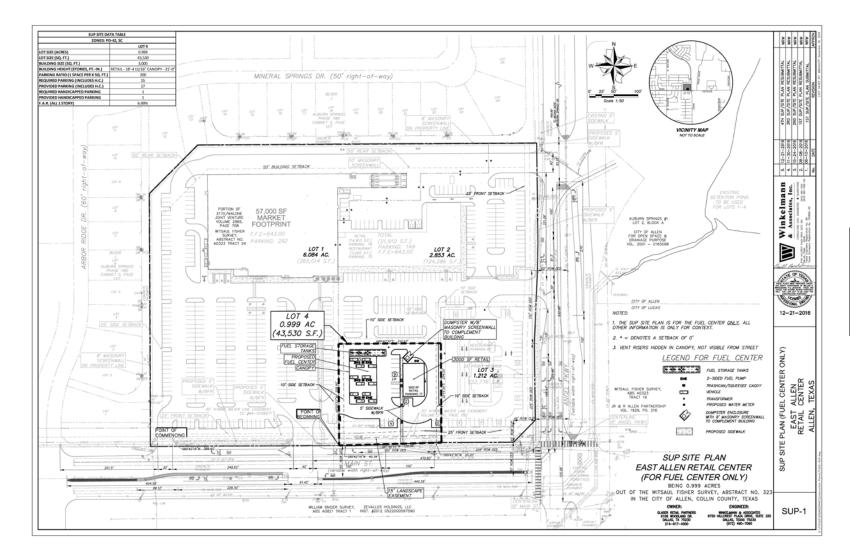
THENCE South 87 deg 48 min 43 sec West, along the proposed Northerly right-of-way line of said Main Street, a distance of 150.08 to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner in the existing Northerly right-of-way line of said Main Street;

EXHIBIT "A" LEGAL DESCRIPTION cont.

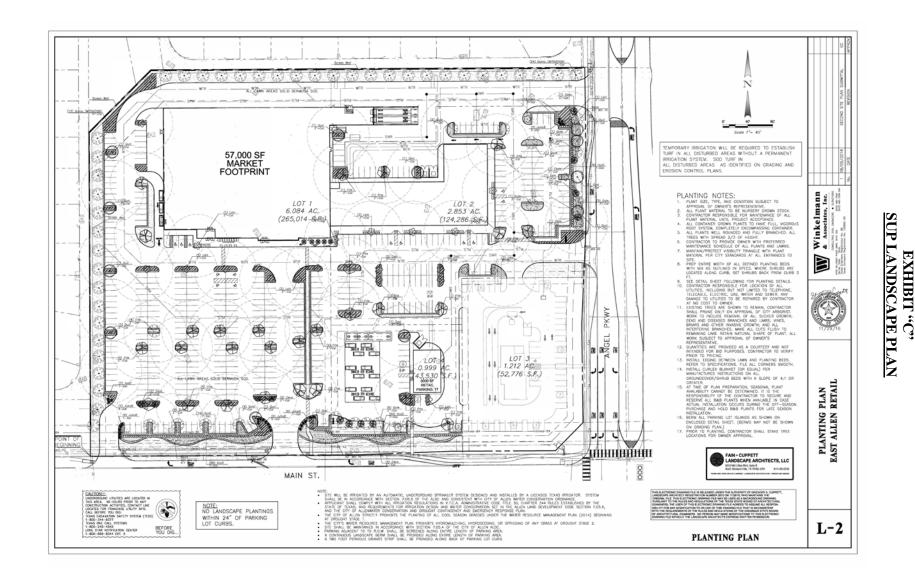
THENCE South 89 deg 42 min 18 sec West, along the Northerly right-of-way line of said Main Street, a distance of 40.34 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.999 acres of 43,530 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 28th day of March, 2016, utilizing a G.P.S. measurement (NAD 83) from the City of Allen Geodetic Monuments No. 7 and No. 2.







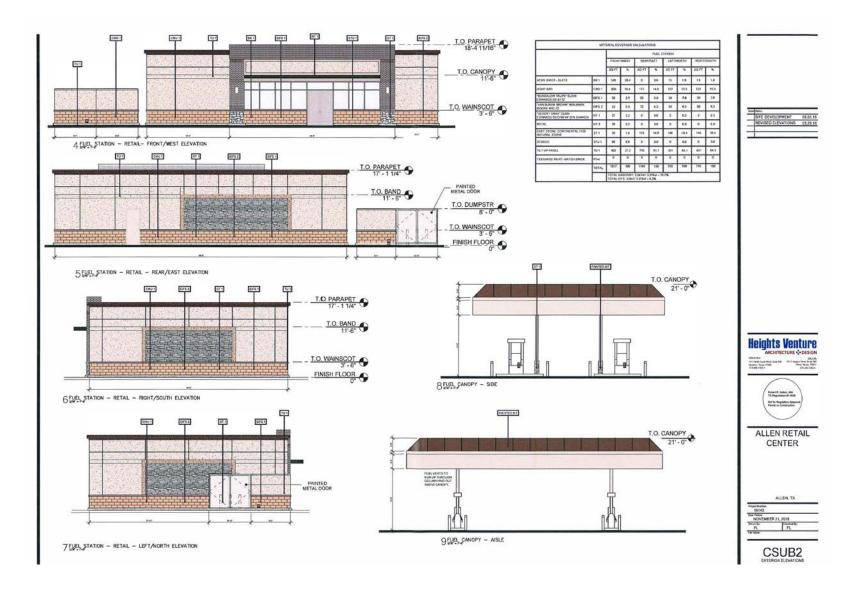


EXHIBIT "D" SUP BUILDING ELEVATIONS

Ordinance No. _____, Page 7



January 3, 2017, Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request for a Specific Use Permit for a Fueling Station use. The property is 0.999± acres out of the Witsaul Fisher Survey, Abstract No. 323; generally located north of Main Street and west of Angel Parkway. (SUP-6/14/16-49) [East Allen Retail]

Ms. Meredith Nurge, Planner, presented the item to the Commission. She stated the item is a Specific Use Permit for East Allen Retail. She said that the property is generally located north of Main Street and west of Angel Parkway. The property is zoned Planned Development PD No. 42 Shopping Center SC. The properties to the north, west, and east are zoned Planned Development PD No. 42 Shopping Center SC. The property to the south (across Main Street) is zoned Planned Development PD No. 44 Shopping Center SC.

Ms. Nurge explained that a Site Plan for approximately $11.148\pm$ acres is currently being reviewed on the hard corner (north of Main Street and west of Angel Parkway) for a retail/restaurant development. All proposed uses are permitted by right with the exception of the fueling station. The applicant is requesting a Specific Use Permit (SUP) for the Fueling Station use. The <u>Allen Land Development Code</u> (ALDC) requires a Fueling Station use to receive a Specific Use Permit (SUP) to locate within a Shopping Center SC zoning district. The SUP for the fueling station use is supported as an accessory use associated with the Market/Grocery use. The fueling station is to be developed in conjunction with or after the Market/Grocery use is developed. This condition will be added to the SUP ordinance.

Ms. Nurge said that the SUP Site Plan shows the approximately $0.999\pm$ acre property for a Fueling Station use. There are six double sided fuel pumps on the property as well an approximately 3,000 square foot proposed retail building.

There is one primary access point into the site through a proposed fire lane which connects to Main Street.

Parking and open space exceed ALDC standards. A 5' sidewalk will be constructed along Main Street.

Ms. Nurge said that the proposed retail building is one story with a maximum building height of 19'. Primary building materials include brick, stone, metal, and glass. The fueling station canopy is 21' feet in height and is constructed of stone and metal with a mansard roof.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the <u>Allen Land Development Code</u>.

Commissioner Ogrizovich confirmed that the fueling station will not be built until, or after, the grocery store.

Ms. Nurge said yes.

1st Vice-Chair Trahan asked if the notification was sent to the areas surrounding the fueling station.

Ms. Nurge said that is correct.

Chairman Cocking asked if the retail facility will always be connected to the grocery store. Chairman Cocking asked what assurances were in place so that the retail facility will always be connected to the grocery store.

Ms. Nurge said that the ordinance for the East Allen Retail SUP will have specific language to ensure that the fueling station lot is tied to the grocery store component.

Chairman Cocking asked if the fuel pumps closed down, could the retail store remain open?

Ms. Nurge said that the retail store will always be connected to the grocery store.

Chairman Cocking opened the Public Hearing.

Chairman Cocking closed the Public Hearing.

Motion: Upon a motion by Commissioner Ogrizovich and a second by 2nd Vice-Chair Platt, the Commission voted 7 IN FAVOR, and 0 OPPOSED to approve the request for a Specific Use Permit SUP for a Fueling Station use, being 0.999± acres; generally located north of Main Street and west of Angel Parkway.

The motion carried.