City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 5, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The October 5, 2021 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

Please click on the link below to join the public comment portion of the meeting:
https://zoom.us/j/99759026181

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
   PROPERTIES: 2109 Miekle Avenue
   AGENCY NEGOTIATOR: City Manager Ken Hiatt and City Attorney Ethan Walsh
   NEGOTIATING PARTIES: Woodland Joint Unified School District
   UNDER NEGOTIATIONS: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

2. SUBJECT: Long Range Calendar

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

3. SUBJECT: Presentation on City of Woodland Water Supply

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report on the status of the City of Woodland’s water supply.

I. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of September 7, 2021 and September 21, 2021

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 7, 2021 and September 21, 2021.

5. SUBJECT: Proclaim October 3-9, 2021 as Fire Prevention Week

RECOMMENDATION FOR ACTION: Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 3-9, 2021 as Fire Prevention Week.

6. SUBJECT: 2021 Woodland Extra Mile Day

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council declare November 1, 2021 as "Extra Mile Day" in the City of Woodland.

7. SUBJECT: Proclaim October 2021 as Breast Cancer Awareness Month

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation proclaiming October 2021 as Breast Cancer Awareness Month.

8. SUBJECT: Agreement with Tyler Technologies for a New Enterprise Resource Planning System

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a contract with Tyler Technologies for the implementation of a Financial and Land Management Software System, including Electronic Timekeeping, Human Resources, and Code Enforcement modules.

9. SUBJECT: Third Amendment to the Security Professional Service Agreement with Allied Universal Security Services for Woodland Public Library

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the third amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

10. SUBJECT: FY2020 Homeland Security Grant Award Acceptance and Budget Appropriation

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____,
    1. Authorizing the Police Department to accept the FY2020 Homeland Security Grant Award in the amount of $70,376 for the purchase of nine (9) portable all-band radios; and
    2. Authorizing the City Manager to appropriate $70,376 to Fund 330 for the purchase of the awarded equipment.

11. SUBJECT: Final Acceptance and Notice of Completion for North Regional Pond and Pump Station, CIP #17-21

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Accepting the North Regional Pond and Pump Station, CIP #17-21 as complete; 2) Authorizing the City Clerk to file a Notice of Completion; and 3) Approve the appropriation of $20,000 from the SLIF Storm Drain Fund (681) to the Project.

12. SUBJECT: Consideration of a Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

J. REPORTS OF THE CITY MANAGER

13. SUBJECT: 2021 Water and Sewer Rate Studies

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) receive a summary of the 2021 Water and Sewer Rate Studies; and (2) set December 7, 2021 as the Public Hearing date for the proposed rate adjustments; and (3) approve Resolution No. _____, Adopting Procedures for Providing Notice and Receiving and Tabulating Written Protests to Property Related Fees and Charges.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Finance Authority of the City of Woodland scheduled for Tuesday, October 5, 2021 was posted on Thursday, September 30, 2021 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.
Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: G.2
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff Contact:
Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background:
This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and plan for upcoming Council items.

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

OCTOBER 19TH **REGULAR MEETING**

Presentation - Freshman Leadership Academy
Approval of Homekey Grant Application for East Beamer Way Permanent Supportive Housing Project
Update and 1st reading on SB 1383 Implementation
Replacement of Audio Visual System at Community & Senior Center
Spring Lake Neighborhood Parks Master Plans
Approve UV Lighting Contract with Trojan
Job description updates:

- CCTV Specialist and Tech (new)
- UMW 3-4 (Updated)
- Senior UMW (Updated)
- Permanent Supportive Housing, CIP 19-22; Approve budget appropriation and increase contract contingency

NOVEMBER 2ND **REGULAR MEETING**

City Council Meeting Minutes of October 5, 2021 and October 19, 2021
2nd reading SB 1383
Quarterly Budget Update
Tree Ordinance Amendments Update
1st reading of Fireworks Ordinance
ARP Spending Plan

NOVEMBER 16TH **REGULAR MEETING**

Outdoor Dining Parklet - Temporary Ordinance
Prudler Subdivision Sports Park CFD Annexation
Prudler Subdivision Maintenance CFD

Future Topics / Study Sessions:

TBD
Woodland Research Technology Park – EIR Specific Plan Adoption (December)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Comprehensive Zoning Update (Spring/Summer 2022)

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	October 5, 2021
ITEM #:	H.3
SUBJECT:	Presentation on City of Woodland Water Supply

Recommendation for Action: Staff recommends that the City Council receive an informational report on the status of the City of Woodland's water supply.

Staff Contact:
Tim Busch, Principal Utilities Civil Engineer, 661-5963; tim.busch@cityofwoodland.org

Fiscal Impact:
This is an informational update and, as such, does not result in any direct fiscal impact.

Background:
The city and the State of California in general are in one of the worst droughts in recorded history with water supplies being impacted statewide. The presentation will update the Council on water supply conditions this year. In 2009, the Cities of Woodland and Davis formed the Woodland-Davis Clean Water Agency (WDCWA) to provide improved water quality to the cities as well as improve resilience against droughts. WDCWA began delivering treated Sacramento River water to Woodland, Davis, and UC-Davis in June 2016.

The City also constructed three aquifer storage and recovery (ASR) wells and connected three native groundwater wells to the transmission main from WDCWA. The ASR wells inject treated surface water into an aquifer layer during winter months, when more water is available in the river and demand is low and use the stored water as supply in summer months when less water is available from the river and demand is high. Three native groundwater wells were connected to the transmission main to supplement supply while maintaining equal water quality across the City.

The City created a recycled water utility to reduce demands on the potable water system. The recycled water utility began operation in February 2017. Currently, the Biomass power plant and 2 parks utilize recycled water, which saves the City approximately 550,000 gallons per day in water use.

Through these efforts to improve and diversify the water supply portfolio, the City has an adequate water supply and the water remains at a high level of quality.

Discussion:
The City is weathering the drought well with the recently constructed projects. However, challenges remain if the drought continues through the winter months and next year. Approximately 55% of the water supply through the summer months has been from WDCWA with another 30% provided from the ASR well. Approximately 15% has been supplied by the blending wells, which means that the City has been around 85% surface water quality through the summer months. WDCWA is working to secure additional water supplies for the winter months in the event that the dry weather continues.

The City is planning to expand the use of recycled water and is also planning to construct a fourth ASR well to address summer supply needs and future droughts.

Water conservation continues across the city. The City has a 10% voluntary water conservation notification in place. The month of August 2021 showed a reduction in water use of 13.7% compared with August 2020. The

City is still using around 30% less water than the peak years of 2010-2012, even with continued growth of the City.

Conclusion:
Staff recommends that the City Council receive an informational report on the status of the City of Woodland's water supply.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer/ Community Development Director

Ken Hiatt
City Manager

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.4
SUBJECT: City Council Meeting Minutes of September 7, 2021 and September 21, 2021

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 7, 2021 and September 21, 2021.

Staff Contact:
Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Ken Hiatt
City Manager

Attachments:
1. 09_07_2021 Minutes_DRAFT
2. 09_21_2021 Minutes_DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, September 7, 2021

6:00 PM

<u>City Council</u>

CITY COUNCIL

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
   PROPERTIES: 2109 Miekle Avenue
   AGENCY NEGOTIATOR: City Manager Ken Hiatt and City Attorney Ethan Walsh
   NEGOTIATING PARTIES: Woodland Joint Unified School District
   UNDER NEGOTIATIONS: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll-call vote.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Director of Administrative Services Kimberly McKinney.

F. COMMUNICATIONS - PUBLIC COMMENT

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None

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

3. SUBJECT: Presentation on the 2021-2023 Woodland Police Department Strategic Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Woodland Police Department's 2021-2023 Strategic Plan to include goals and objectives. The document will serve to guide the Department in achieving an even higher level of service.

Received a presentation from Police Chief Derrek Kaff on the Woodland Police Department's 2021-2023 Strategic Plan to include goals and objectives.

I. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of August 17, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 17, 2021.

Adopted the minutes of Joint Regular City Council/Woodland Finance Authority Meeting of August 17, 2021.

5. SUBJECT: Chicano/Latino Heritage Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation recognizing September 15, 2021 through October 15, 2021 as Chicano/Latino Heritage Month.

Adopted a proclamation recognizing September 15, 2021 through October 15, 2021 as Chicano/Latino Heritage Month.

6. SUBJECT: Proclamation in Support of Prostate Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2021, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

Adopted a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2021, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

7. SUBJECT: Revisions to the Pool Facility Technician Job Classification (Range 46) and Title Change to Pool and Recreation Facilities Technician

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve revisions to the Pool Facility Technician Job Classification (Range 46) and title change, and adopt the new salary schedule with the new title of Pool and Recreation Facilities Technician (formerly Pool Facilities Technican).

Approved revisions to the Pool Facility Technician Job Classification (Range 46) and title change, and adopt the new salary schedule with the new title of Pool and Recreation Facilities Technician (formerly Pool Facilities Technican).

8. SUBJECT: FY21/22 Dispatch Services by the Yolo Emergency Communications Agency

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the continuation of dispatch services by the Yolo Emergency Communications Agency for the full contract amount of $2,344,697, which is already included in the FY2021/22 budget.

Adopted RESOLUTION NO. 7777, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CONTINUATION OF DISPATCH SERVICES BY THE YOLO EMERGENCY COMMUNICATIONS AGENCY FOR THE FULL CONTRACT AMOUNT OF $2,344,697 WHICH IS ALREADY INCLUDED IN THE FY2021/22 BUDGET.

9. SUBJECT: Use of Housing Assistance Funds for First Time Homebuyers Loan Assistance Program

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No._____, amending the Fiscal Year 2022 budget to approve an additional appropriation of $24,000 to Housing Assistance (Fund 326) for the First Time Homebuyers Loan Assistance Program, a total appropriation of $46,589.

Adopted RESOLUTION NO. 7778, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING FUNDS OF $24,000 FOR THE CITY'S FIRST TIME HOMEBUYERS LOAN ASSISTANCE PROGRAM.

10. SUBJECT: Fiscal Year 2021 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

    RECOMMENATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2021 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Received and filed the Fiscal Year 2021 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

11. SUBJECT: Purchase of a Replacement for Vehicle #074 for the Fire Department

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the lease purchase of a Skeeter Truck as a replacement vehicle for #074 through National Cooperative Leasing (NCL) under Sourcewell Contract #011620-NCL for a total amount of $309,533.82.

Adopted RESOLUTION NO. 7779, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE LEASE PURCHASE OF A REPLACEMENT OF VEHICLE #074 FOR THE FIRE DEPARTMENT.

12. SUBJECT: Amendment to Construction Management and Inspection Services for Improvements Associated with Pioneer Village Unit 1 and Unit 2 Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve Amendment #1 to the consultant services agreement for construction management and inspection with UNICO Engineering Consultants for the Pioneer Village Subdivision Improvements in the amount of $648,000; and authorize the City Manager to execute the agreement and amendments up to 15% ($97,200) of the agreement.

Adopted RESOLUTION NO. 7780, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AMENDMENT WITH UNICO ENGINEERING CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

13. SUBJECT: Lease Agreement with Bullseye Farms, LLC

RECOMMENDATION FOR ACTION: Staff recommends that the Council adopt Resolution No. _____, authorizing the City Manager to execute an amended and restated lease agreement between the City of Woodland and Bullseye Farms, LLC, for property generally located at Sports Park Drive.

Adopted RESOLUTION NO. 7781, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE AN AMENDED AND RESTATED LEASE AGREEMENT WITH BULLSEYE FARMS, LLC FOR A PIECE OF PROPERTY GENERALLY LOCATED AT SPORTS PARK DRIVE.

14. SUBJECT: Contract Amendment #5 with Interwest Consulting Group - Plan Review and Building Inspection Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #5 to the consultant services agreement with Interwest Consulting Group for an additional amount up to $150,000 for a total agreement amount of $975,000, and extending the term of the agreement through December 31, 2022

Adopted RESOLUTION NO. 7782, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIFTH AMENDMENT TO AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN REVIEW & BUILDING INSPECTION SERVICES.

15. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5091, Oyang North

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5091, Oyang North, constructed by KB Home Sacramento Inc., as complete and authorize the City Clerk to file a Notice of Completion.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7783, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION MAP NUMBER 5091 (OYANG NORTH).

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Stallard
ABSENT: Mayor Pro Tem Vega

J. PUBLIC HEARINGS

16. SUBJECT: City of Woodland 6th Cycle Housing Element

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
(1) Receive a staff report; (2) Hold a public hearing; and
(a) Certify that the Housing Element is consistent with the General Plan EIR pursuant to Section 15183 of the California Environmental Quality Act (CEQA);
(b) Adopt Resolution No. _____, Amending the existing General Plan to replace the existing Housing Element with the 6th cycle 2021-2029 Housing Element; and
(c) Direct staff to transmit the final document to the State Department of Housing and Community Development (HCD) pursuant to Government Code Section 65585(g).

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7784, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT TO THE GENERAL PLAN TO REPLACE THE EXISTING HOUSING ELEMENT WITH THE FINAL 2021-2029 HOUSING ELEMENT UPDATE.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

K. REPORTS OF THE CITY MANAGER

17. SUBJECT: Designate Delegate for the Annual League of California Cities Conference

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate a voting delegate to represent the City at the Annual Conference of the League of California Cities to be held in Sacramento, September 22-24, 2021.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members designated Mayor Tom Stallard as the voting delegate to represent the City at the Annual Conference of the League of California Cities to be held in Sacramento, September 22-24, 2021.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

L. ADJOURN

Adjourned at 8:19 PM in memory of Eldon Naff, Bruce Ahlquist and Alan Flory.

Respectfully submitted,

Ana B. Gonzalez
City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, September 21, 2021

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The September 21, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

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Please click on link below to join the public comment portion of the meeting:
https://zoom.us/j/99759026181

Or Phone:US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone:Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID:997 5902 6181

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Public Employee Performance Evaluation, Pursuant to Section 54957
   Title: City Manager

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll call vote:

PRESENT: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
ABSENT: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Communications Manager Spencer Bowen.

F. COMMUNICATIONS - PUBLIC COMMENT

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A voicemail message from David Macko, regarding the homeless shelter, was played into the record.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. CONSENT CALENDAR

3. SUBJECT: Public Works Quarterly Status Report for the period of June through August 2021

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2021.

Accepted the Public Works Quarterly Status Report for the period of June through August 2021.

4. SUBJECT: Holy Rosary Parish 150th Anniversary Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing the 150th anniversary of Holy Rosary Parish.

Adopted a Proclamation recognizing the 150th anniversary of Holy Rosary Parish.

5. SUBJECT: Appoint Member to Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Noah Lopez as the City of Woodland representative on the Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee.

Appointed Noah Lopez as the City of Woodland representative on the Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee.

7. SUBJECT: Carry-Over of FY2020/21 to FY2021/22 Unencumbered Appropriations

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2020/21 to fiscal year 2021/22 totaling $2,162,737.

Adopted RESOLUTION NO. 7785, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2021-2022 ANNUAL BUDGET.

8. SUBJECT: Final Map 5155 Parkside 3, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5155 Parkside 3; 2) approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

   It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5155 Parkside 3, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Adopted RESOLUTION NO. 7786, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5155, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALATLANTIC GROUP, INC, A DELAWARE CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS and RESOLUTION NO. 7787, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SLIF REIMBURSEMENT AGREEMENT ASSOCIATED WITH FINAL SUBDIVISION MAP 5155, PARKSIDE 3.

9. SUBJECT: Second Reading – Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. _____, adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements.

Adopted ORDINANCE NO. 1675, AN ORDINANCE OF THE CITY OF WOODLAND, CALIFORNIA, ADDING SECTION 13.08.170 (RESIDENTIAL CONTAINER LOCATION REQUIREMENTS) TO TITLE 13 (PUBLIC SERVICES), CHAPTER 13.08 (GARBAGE AND YARD REFUSE SERVICE), OF THE CITY OF WOODLAND MUNICIPAL CODE, TO ESTABLISH NEW REQUIREMENTS RELATED TO THE LOCATION OF GARBAGE AND YARD REFUSE CONTAINERS.

10. SUBJECT: Fee Deferral Agreement - Staybridge Suites

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral with Sah Investment, LLC.

Adopted RESOLUTION NO. 7788, A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH SAH INVESTMENT, LLC.

11. SUBJECT: Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) Funded through the 2020 Continuum of Care Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2020 Continuum of Care program competition in the aggregate amount of $291,231 and authorizes the Finance Officer to amend the budget as necessary.

Adopted RESOLUTION NO. 7789, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2020 CONTINUUM OF CARE PROGRAM GRANTS.

Item No. 6 was removed from the Consent Calendar for separate discussion.

On a motion by Council Member Garcia-Cadena, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 3 through 11, minus Item No. 6.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

6. SUBJECT: Animal Services Contract for Fiscal Year 2021/22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2021/22 Animal Services Agreement with Yolo county in the amount of $1,022,385.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members did not approve the recommended action and instead directed staff to negotiate with Yolo County for a 9-

month extension of the contract at 3/4 of the dollar amount. This item will come back to Council at a later date.

AYES: Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

13. SUBJECT: Presentation on the Yolo County HHSA CRISIS NOW

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) receive a presentation from Yolo County Health & Human Services Agency (HHSA) Director Karen Larsen on the CRISIS NOW program; and (2) direct staff to pursue an MOU and services contract with HHSA for Council consideration at a subsequent Council meeting.

Received presentation from Yolo County Health & Human Services Agency (HHSA) from Director Karen Larsen on the CRISIS NOW program and directed staff to pursue an MOU and services contract with HHSA for Council consideration at a subsequent Council meeting.

I. PUBLIC HEARINGS

12. SUBJECT: Public Hearing and Approval of Fiscal Year 2020/21 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions.
1) Hold a public hearing to receive community input on the Fiscal Year (FY) 2020/21 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2) Adopt Resolution No. _____, approving the FY 2020/21 CDBG CAPER in substantially the same form presented to City Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2020/21 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

On a motion by Council Member Fernandez, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members held a public hearing and adopted RESOLUTION NO. 7790, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

J. REPORTS OF THE CITY MANAGER

14. SUBJECT: Council Priority Goals and Strategic Actions for 2021-2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update its Priority Goals and Strategic Actions for 2021-2022.

Received an update from City Manager Ken Hiatt on its Priority Goals and Strategic Actions for 2021-22.

K. ADJOURN

Meeting adjourned at 8:24 PM in memory of Al Smith.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.5
SUBJECT: Proclaim October 3-9, 2021 as Fire Prevention Week

Recommendation for Action: Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 3-9, 2021 as Fire Prevention Week.

Staff Contact:
Emily Walling, Fire Marshal, (530) 661-5855. emily.walling@cityofwoodland.org

Fiscal Impact:
No fiscal impact.

Report in Brief:
Fire Prevention Week is dedicated to raising awareness of the dangers of fire and how to prevent it. The City Council has annually recognized Fire Prevention Week in Woodland, and the Fire Department has coordinated this recognition with community education and awareness activities. Staff recommends the City Council join the National Fire Protection Association (NFPA) in proclaiming October 3-9, 2021 as Fire Prevention Week.

Background:
Fire Prevention Week was established to commemorate the Great Chicago Fire – the tragic conflagration that killed more than 250 people, left 100,000 people homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres. The fire began on October 8, 1871, but continued into, and did most of its damage on, October 9, 1871; it lasted more than 27 hours. In 1920, President Woodrow Wilson issued the First National Fire Prevention Day proclamation. Since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls. According to the National Archives, Fire Prevention Week is the longest running public health and safety observance on record. The President of the United States has signed a proclamation proclaiming a national observance during that week every year since 1925. This year's theme is, **"Learn the Sounds of Fire Safety."** In 2019, U.S. fire departments responded to 365,500 home fires causing 2,770 civilian deaths, according to the National Fire Protection Association (NFPA). Our homes are built with lightweight materials that burn faster than older home constructions. Many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments. These conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the alarm sounds. Smoke alarms can sense smoke well before we can, especially while we are sleeping. Smoke alarms should be installed in all sleeping areas of the home, as well as on each level of the home. Additionally, all members of the household should develop home fire escape plans. Practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation.

Discussion:
The celebration of Fire Prevention Week has been a long-standing tradition in our community. It gives Fire personnel the chance to introduce themselves to the citizens of our community in a casual learning environment. Through this interaction, members of the Fire Department educate youth, teachers, and parents about the importance of fire safety and fire prevention. This year, the Fire Department will again be presenting fire education in virtual format, "visiting" all first and second grade classrooms to talk about fire safety and virtual fire station tours of all three stations.

Conclusion:
Staff recommends the City Council join the National Fire Protection Association in proclaiming October 3-9, 2021 as Fire Prevention Week.

Prepared by: Emily Walling, Fire Marshal

Reviewed by: Eric Zane, Fire Chief

Ken Hiatt
City Manager

Attachments:
1. Proclamation - Fire Prevention Week 2021

CITY OF WOODLAND
PROCLAMATION
NATIONAL FIRE PREVENTION WEEK - OCTOBER 3-9, 2021

WHEREAS, the Fire Department celebrates the annual Fire Prevention Week in Woodland during October to ensure the safety and security of all those residing in and visiting our community; and

WHEREAS, U.S. fire departments responded to 339,500 home fires causing 2,770 civilian deaths in 2019, according to the National Fire Protection Association® (NFPA®); and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Woodland's residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes.

NOW THEREFORE, BE IT RESOLVED THAT, the Council of the City of Woodland does hereby proclaim the week of October 3-9, 2021 as Fire Prevention Week in Woodland, and calls upon all citizens and civic organizations to apply safety measures in their homes, to practice their home fire escape plan during Fire Prevention Week, and to support the public safety activities and efforts of the Woodland Fire Department and other emergency services.

DATED: October 5, 2021

____

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.6
SUBJECT: 2021 Woodland Extra Mile Day

Recommendation for Action: Staff recommends that the City Council declare November 1, 2021 as "Extra Mile Day" in the City of Woodland

Staff Contact:
Spencer Bowen, Communications Manager & Policy Analyst: spencer.bowen@cityofwoodland.org

Background:
Last year, 512 mayors and city leaders across the country declared November 1, 2020, as Extra Mile Day, a day to recognize people and organizations fueling positive change in the community through their "extra mile" efforts in volunteerism and service. Mayor Stallard was asked if Woodland would participate this year by a representative of Extra Mile America. You can learn more about this effort at https://extramileamerica.org/.

Discussion:
Mayor Stallard requested staff consider a proclamation recognizing Extra Mile Day and specifically those in our community that have gone above and beyond throughout the novel coronavirus pandemic. Staff worked with Mayor Stallard and Mayor Pro Tem Vega to prepare the attached proclamation for Council consideration declaring November 1, 2021 Extra Mile Day.

Conclusion:
Staff recommends that the City Council declare November 1, 2021 as "Extra Mile Day" in the City of Woodland

Prepared by: Spencer Bowen

Ken Hiatt
City Manager

Attachments:
1. 2021 Extra Mile Day Proclamation

CITY OF WOODLAND
EXTRA MILE DAY PROCLAMATION

WHEREAS, the City of Woodland acknowledges that its residents “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, we encourage our residents to work wholeheartedly in support of our diverse, collaborative, and welcoming town; and

WHEREAS, we recognize in particular all those who help us stay safe and healthy, including but not limited to:

- Public health professionals working tirelessly to review data, issue guidance, and respond to a challenging situation
- Health care workers such as doctors, nurses, administrative staff, and more risking their own health and safety to keep us well
- Essential employees, such as farmworkers, grocery store workers, public works and construction personnel, and more that allow us to pursue our basic needs
- Community members who have pitched in throughout the pandemic, from apartment complex employees recognizing opportunities to bring vaccine doses to their tenants to volunteers working to feed disadvantaged residents to those who changed their daily lives and even jobs to help fight COVID-19
- Scientists and researchers, who help us better understand this challenge and produced safe and effective vaccines in record time

WHEREAS, we recognize that personal connections, public service, and a sense of community are still Woodland’s best attributes; and

WHEREAS, we acknowledge the mission of Extra Mile America to create 550 Extra Mile cities and are proud to support “Extra Mile Day” on November 1, 2021.

NOW THEREFORE, we, the City Council of Woodland, California, do hereby proclaim November 1, 2021, to be Extra Mile Day. We urge each Woodlander to take time on this day to not only “go the extra mile” in their own life, but to also acknowledge all those who make their organizations, families, community, country, and world a better, safer, healthier, and more welcoming place.

DATED: October 5, 2021

____

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.7
SUBJECT: Proclaim October 2021 as National Breast Cancer Awareness Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming October 2021 as National Breast Cancer Awareness Month.

Ken Hiatt
City Manager

Attachments:

1. Breast Cancer Awareness Proclamation - 2021

CITY OF WOODLAND
PROCLAMATION
RECOGNIZING OCTOBER AS NATIONAL BREAST CANCER AWARENESS MONTH AND ACKNOWLEDGING THE LOCAL EFFORTS OF THRIVING PINK

WHEREAS, breast cancer is one of the most prevalent types of cancer in women. Approximately 1 in 8 women in Woodland and Yolo County will be diagnosed with breast cancer this year with Yolo County at the seventh highest age adjusted rated of breast cancer incidences in California; and

WHEREAS, during National Breast Cancer Awareness Month, we renew our commitment to fighting this disease, raising awareness, and supporting those affected by breast cancer; and

WHEREAS, Thriving Pink was established in 2016, and is a local 501c3 nonprofit organization whose mission is helping those in Yolo County impacted by breast cancer to thrive by providing a compassionate network of support and resources in partnership with the community; and

WHEREAS, Thriving Pink volunteers represent breast cancer survivors, community members, business owners, and health professionals, who come together to make a difference in the lives of those in our community that are affected by this disease; and

WHEREAS, the Granting Pink program through Thriving Pink helps those with a breast cancer diagnosis by providing individual financial grants for immediate and essential needs with a total of $163,066 in grants awarded thus far; and

WHEREAS, the Mentoring Pink program through Thriving Pink provides a network of support with Pink Peers for newly diagnosed individuals, and free wellness/educational workshops and support groups; and

WHEREAS, all of Thriving Pink's programs continued during this challenging Covid-19 pandemic time with virtual workshops and support groups, front porch visits, thousands of face masks delivered to breast cancer survivors, hundreds of comfort bags donated to local hospitals, and 26 financial grants provided to local breast cancer survivors; and

WHEREAS, the needs of breast cancer survivors are dramatically increased during this pandemic due to added financial hardships, increased social isolation, postponed medical appointments, and higher health risks due to being immunocompromised; and

WHEREAS, Thriving Pink is grateful for the caring and compassionate Woodland community, whose support helps Thriving Pink continue to make a positive impact and difference in the lives of those diagnosed with this challenging and difficult disease; and

WHEREAS, Thriving Pink will continue to provide this dedicated support to the Woodland community with a vision that no one should go through breast cancer alone.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby proclaim October 2021 as National Breast Cancer Awareness Month and recognizes the outstanding support that Thriving Pink provides to local breast cancer survivors in our community.

DATED: October 5, 2021

____
Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	October 5, 2021
ITEM #:	I.8
SUBJECT:	Agreement with Tyler Technologies for a New Enterprise Resource Planning System

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ authorizing the City Manager to enter into a contract with Tyler Technologies for the implementation of a Financial and Land Management Software System, including Electronic Timekeeping, Human Resources, and Code Enforcement modules.

Staff Contact:
Scott Sawin, Information Technology Manager, (530) 661-7979, scott.sawin@cityofwoodland.org

Fiscal Impact:
The fiscal year 2020/21 Capital Budget included appropriations of $2,251,790 for the effort to replace the City's Enterprise Resource Planning (ERP)system. The funding allocated includes costs for system licensing, data conversion and implementation, the first year of maintenance costs, and other costs for equipment and temporary additional staffing to assist with the implementation efforts. The total cost of the proposed contract includes $1,436,107 in one-time costs, and $276,315 for the first year of maintenance costs. After the first year, ongoing maintenance costs are expected to stay flat for two years, and then increase by up to 3% per year thereafter.

Report in Brief:
The City's current Financial and Land Management Systems are being phased out by the vendor. Although the vendor currently supports the system and provides necessary updates to comply with changing state and federal requirements, many of the knowledgeable support staff moved over to the company's newer product lines and availability for support to the City is limited. Additionally, no new investments have been made or are planned to be made to keep the system updated with current technology or to improve efficiencies. The current system, Tyler Eden, has worked very well for the City of Woodland over the past 12 years, but is no longer keeping up with technology. Eden allowed the city to modernize many outdated processes, ultimately allowing us to conduct more business online, including online bill payments, but continued improvements will require implementation of a new and different system.

Background:
The City's Enterprise Resource Planning (ERP) system serves as the primary software platform for Finance, Human Resources, Public Works, Community Development, and all other core transactions. The current system, Tyler Eden, was implemented in the fiscal year 2009/10; an ERP system typically has a useful life of 10-15 years, depending upon how updated the vendor keeps the software. Although Eden is still being supported, the parent company (Tyler Technologies) notified all Eden clients a few years ago that they are phasing out the product, it is no longer being developed, and movement to a new system will be required. While the City could wait another few years before Eden is totally unsupported, the lack of development of the product and dwindling support has stalled many of the City's plans to bring more citizen and contractor services online, and the implementation process is lengthy and there is a risk in the ability to schedule an implementation project as more and more Eden clients choose other systems.

ERP Selection Process
The City formed an ERP Committee which met with departments to better understand their needs with respect

to the systems they use. The committee used this information to develop a Request for Proposal (RFP) which was released December 22, 2020. Three vendors responded to the RFP: Tyler Technologies, OpenGov, and Harris Computer Corporation. The responses to the RFP were evaluated on a pass/fail basis for meeting the requirements by the ERP Committee. All three vendors met the requirements and were invited to demonstrate their proposed solution to staff. Due to the pandemic, all vendor demonstrations were conducted via video conference. The demonstrations were evaluated by all levels of staff from various departments who would be working on a daily basis with the software. Staff input was evaluated by the ERP committee, and the Tyler Technologies solution suite best met staff needs and was rated highest overall. Reference checks were conducted based on the information provided in the RFP response. Additionally, MISAC (Municipal Information System Association of California) member's experience and recommendations were also considered. Based on the demonstrations and reference checks, designated representatives from City departments and the ERP Committee unanimously select Tyler Technologies MUNIS system (MUNIS) for the financial and human resources solution, and Tyler Technologies Energov System (Energov) as the preferred ERP for the City of Woodland.

<u>MUNIS\Energov ERP and Implementation</u>

Tyler Technologies (Tyler) is a leader in the municipal government ERP space, with over 10,000 customers nationwide. Their MUNIS ERP is deployed by over 1,900 agencies, including over 130 in California. The MUNIS\Energov ERP is designed specifically for governments and integrates finance, purchasing, payroll, human resources, community development, code enforcement, project management, permitting, and land use management solutions. Tyler MUNIS\Energov is a modern ERP that will provide gains in efficiency, allow for online and paperless processes, provide accurate and real-time reporting and integrate business functions across the city.

The City's current ERP system is also a Tyler product. Moving from one Tyler platform to another will streamline certain elements of the implementation, including data migration between the two systems. Additionally, this mitigates some concerns about the overlapping timelines between two ERP systems. During the implementation, Tyler will only charge a service fee for one ERP software and the City will maintain access to the current ERP system data for the duration of the agreement with Tyler.

The implementation of MUNIS and Energov will be an extensive project spanning multiple fiscal years. The implementation will be divided into phases that hit key milestones for "going live" with the software solutions. Each phase includes: evaluating the City's current workflows and business processes; identifying new processes to function within the new ERP; updating processes to current best practices enabled by the new ERP; testing the functionality and accuracy of the processes built into the new ERP, and training all users. The complete transition (including finance, payroll, human resources, utility billing, land management, permitting, and code enforcement) to the MUNIS ERP is expected to be complete by Fiscal Year 2023-24.

The total estimated cost for this project is $1,712,421 dollars, broken into implementation fees, annual maintenance, and other miscellaneous costs.

- Implementation Fees - $1,231,1215. These fees are incurred as the implementation process proceeds through going live with the ERP system. This includes software, data migration, training and related services.
- Annual Maintenance - $276,315. Annual maintenance covers support and upgrade of the ERP system.
- Contingency - $123,121. This is a 10% contingency for unforeseen issues such as modifications to the software to account for unique business requirements of the City.
- Travel Related Expenses - $43,840. This will cover Tyler staff's travel and related costs during the multi-year implementation. In a typical setting, Tyler would send implementation teams in-person to work with staff several weeks at a time. Tyler may use alternative implementation methods due to the possible COVID restriction, thus may not incur this level of expense.

The Tyler Fee Schedule (Table 1) illustrates all the costs associated with the agreement.

Fee Category	One Time Fees	Annual Maintenance	Variable & Optional Fees
Tyler MUNIS Implementation Fees			
Implementation and License Fees	$ 1,231,215.00		
Third Party Hardware, Software and Services	37,930.00		
10% Implementation Contingency			$ 123,121.50
Annual Maintenance		$ 276,315.00	
Subtotal Implementation	**$ 1,269,145.00**	**$ 276,315.00**	**$ 123,121.50**
Additional Variable and Optional Costs			
Estimated Travel Expenses			43,840.00
Subtotal - Additional & Options			
Total Additional & Options	**$ 1,269,145.00**	**$ 276,315.00**	**$ 166,961.50**

Discussion:
When the City implemented the Tyler Eden system, two IT personnel were assigned to the project full time, and one of the original staff members who helped implement that system is still with the City. Having full time IT staff participate through the entire implementation process has been immensely valuable to the City in better understanding how the system can be leveraged to automate some of our antiquated processes, and allows for troubleshooting and assistance with end-users. For this reason, the project budget includes funding for a limited-term IT employee who will be hired to support existing systems while two IT staff members will be fully dedicated to the implementation of this new system. This additional employee was authorized as part of the fiscal year 2021/22 budget.

Financial System
The financial portion of Tyler Eden was a major improvement over the City's previous software. The staff were very optimistic that Eden would have eliminated the need for the many manual processes used by staff, and would increase efficiency and accuracy. In fact, many processes have been improved from direct integration and data imports. Reporting has also improved. Experienced staff are now also able to create ad-hoc reports using third-party software. There are, however, still deficiencies that require attention and improvement. Many of these deficiencies lie in the area of internal controls, which is important when an agency has limited staffing. The City's external auditors have consistently provided comments about the need to improve automated controls, and although risks are mitigated through other means, the improved system capabilities provide for better accuracy and better visibility and control of information.

Land Management System
Community development and a city's responsiveness to development are critical to the financial success of a city government. Now and in future years, the ability of a city to react depends upon two critical components: efficiency and responsiveness. The need to improve existing business processes is evident more now than ever before. This can only be accomplished through the implementation of more modern, upgraded, and reliable software that will enable staff to be more responsive to citizen and contractor needs, especially given the limited staffing in the City.

The City's current land management system was not fully implemented initially and therefore did not adequately meet the requirements of the Community Development Department. Over the years, many features have been implemented which have allowed some more streamlined processes to be implemented, but the system isn’t designed to do much of what CDD would like or need. The current systems’ inability to meet department needs has resulted in a “silo” approach to doing City business. One area that we were not able to fully automate was permit fees. Some of the City's fees are complex and several permits have compounded variables required to calculate the final fee. Eden is not able to automate these calculations and therefore the fees are calculated manually by staff and prone to human error. During vendor demonstrations, the City's fee schedule was provided to vendors with the goal of demonstrating that they have the ability to calculate fees with compounded variables. Only one was able to complete the task; Tyler Technologies Energov System.

Additionally, the new ERP system will enhance and expand the City's ability to receive, review, process, and issue permits. These improvements will provide efficiencies in the review process saving time and money for both the applicants and the City.

Traditionally, departments have worked independently of one another when collaboration and an integrated workflow process would be more beneficial. The selected ERP system will help the City work more efficiently, improve communication between departments, and will result in improved customer service.

Conclusion:
Staff recommends that the City Council approve Resolution No. ____ authorizing the City Manager to enter into a contract with Tyler Technologies for the implementation of a Financial, and Land Management Software System, including Electronic Timekeeping, Human Resources, and Code Enforcement modules.

Prepared By: Scott Sawin, Information Technology Manager
Reviewed By: Kimberly McKinney, Administrative Services Director

Ken Hiatt
City Manager

Attachments:
1. Tyler Technologies Resolution
2. Woodland CA Migration Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES FOR AN ENTERPRISE RESOURCE PLANNING SYSTEM.

WHEREAS, the City of Woodland wishes to replace its current Enterprise Resource Planning System; and

WHEREAS, the City completed a Request for Proposal (RFP) process and evaluated all responsive vendors; and

WHEREAS, the City determined that the MUNIS and Energov products proposed by Tyler Technologies are the best products to meet the City's financial and land management needs; and

WHEREAS, the City wishes to enter into an Agreement with Tyler Technologies, Inc. to implement an Enterprise Resource Planning System in the amount of $1,545,460; and

WHEREAS, the Enterprise System Replacement Project, CIP 21-09 is funded in the Capital Budget, including $500,000 of General City Development funds and $1,751,790 in Information System Internal Service Funds; and

WHEREAS, the City Council wishes to authorize the City Manager to execute the License and Services Agreement with Tyler Technologies; and

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

SECTION 1: That the City Council hereby authorizes the City Manager to execute a License and Services Agreement with Tyler Technologies for $1,545,460.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, the Client issued a Request for Proposal for Enterprise Resource Planning (ERP) System/Best of Breed Solutions and Services dated December 22, 2020 ("RFP") for use in its operations;

WHEREAS, Tyler submitted a proposal in response to the RFP dated February 4, 2021 ("Proposal") and has been selected to provide software products and related services on the basis of the Tyler Response;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Woodland, California.
- **"Contract Documents"** means this Agreement, the Exhibits hereto, the Proposal (including all schedules, exhibits and responses to the Functional Requirements) and the RFP.
- **"Defect"** means a failure of the Tyler Software, including any Modifications, to substantially conform to the functional descriptions set forth in our written proposal to you, the current Documentation, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the EnerGov labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, public health emergency, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Modifications”** means changes to the Tyler Software that are developed by Tyler specifically for Client as indicated in this Agreement and any future mutually agreed written specifications for such modification.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Phase”** shall mean the particular phase of implementation of the Tyler Software and Services as set forth in the Statement of Work.
- **“Project Schedule”** means the schedule for the performance of the Services as set forth in Section C.
- “**RFP**” has the meaning set forth in the Recitals above.
- **“Services”** means the professional services to be provided by Tyler itemized in the Investment Summary and further detailed in the Statement of Work.
- **“Statement of Work”** means the scope of work that sets forth in detail the Services to be performed by Tyler, describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes in the scope of the internal business purposes disclosed to us as of the Effective Date. For the avoidance of doubt, such internal business purposes include conducting operations and providing services as a municipal corporation for the benefit of the general public You may make copies of the Tyler Software for backup , disaster recovery (except for Tyler Software provided as SaaS) and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software (except for that Tyler Software provided as SaaS) are perpetual but may be suspended if you do not comply with the terms of this Agreement. Further, Tyler reserves all rights and remedies available to it at law or equity for any breach of the terms of this Agreement.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

1.2.1 *Socrata Terms and Conditions*. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit F ("Socrata Software as a Service Terms and Conditions") with respect to the Munis Analytics and Reporting, Socrata Open Finance, and MyCivic Bundle modules set forth in the Investment Summary, which uses certain Socrata software functionality, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. Specific to the Munis Analytics and Reporting module only, in the event of a conflict between any term or provision in the Socrata Agreement and any term or provision in this Agreement, the terms of the Socrata Agreement shall govern.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

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

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

1.9 All data supplied by you and used in connection with the Tyler Software remains the property of Client.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Software Warranty.

4.1 We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Disabling Code, Viruses, Malware.

5.1 The Tyler Software delivered to you does not contain any disabling devices that would allow us to terminate operation of the Tyler Software.

5.2 Tyler Software made available to you for installation in your computing environment will not contain any viruses or other malware when we make such Tyler Software available to you for downloading.

6. Delivery. All Tyler Software that you pay one-time license fees for will be made available for electronic download by Client. No Software will be delivered on tangible media.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the Services itemized in the Investment Summary and described in the Statement of Work. Based on our experience and information you provided to us, the Services will be sufficient to implement the Tyler Software on your hardware in accordance with the mutually agreed Project Schedule.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation based on our experience implementing the Munis system for similarly situated municipalities and we do not anticipate exceeding such estimates absent a material change in the scope of work or the failure of the City to fulfill its obligations under the Statement of Work in a timely manner. We will bill you the actual fees incurred based on the in-scope services provided to you and will notify you in advance if the total number of hours is expected to exceed the amount set forth on the Investment Summary and the reason for such excess. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates and agreed Modifications) required for the project based on our understanding of the specifications you supplied. If additional work is beyond the scope as described herein , or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work and impact on the Project Schedule, as applicable. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote. In no event will you be obligated to approve additional costs for work as a result of the failure of Tyler to perform the Services in accordance with the terms of this Agreement.

4. Project Staffing. We agree to the following regarding our personnel:

   4.1 Services will be provided by our personnel in accordance with the requirements of the Statement of Work.

   4.2 As a general principal, Tyler will use reasonable efforts to maintain the continuity of its personnel to provide a team that is knowledgeable about the requirements provided by the Client in connection with carrying out the Services. In the event any of our personnel are, in your reasonable opinion, uncooperative, inept, incompetent, or otherwise do not conform to the warranties herein, we will be given an opportunity to correct the deficiency. In the event the deficiency persists, you may request via written request to us, the removal of the personnel in question. We will work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the Statement of Work and the Project Schedule. The replacement personnel will be timely assigned. Replacement personnel shall, at no additional cost to you, devote sufficient time to becoming familiar with the project before delivering services to you.

5. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel , including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel mutually scheduled services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent

with industry standards and the requirements set forth in the Statement of Work. We further agree at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

7. Tyler Use of Client Facilities.

   7.1 We agree that all persons working for or on behalf of Tyler whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and communicated to us in advance of the Effective Date and shall comply with the reasonable directions of the Client's officers.

   7.2 We agree that, in the event of an accident caused by us, we will timely notify the Client's contact person, with such notification to include sufficient information for Client's required response to the accident.

   7.3 We shall perform the services required by this Agreement without unreasonably interfering with the activities of the Client's staff or visitors.

   7.4 We and our employees or agents shall have the right to use only those facilities of the Client that are reasonably necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client without Client permission. The Client shall also extend parking privileges to properly identified members of Tyler's full-time staff on the same basis as they are extended to the Client's staff

8. Site Access and Requirements. Subject to coordination with the City Project Manager, at no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

9. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation as agreed in the Project Schedule. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement inclusive of the Statement of Work. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). Notwithstanding the foregoing, in the event that your personnel have not provided cooperation or information necessary for Tyler to timely perform the Services, Tyler will give prompt written notice of such failure and the expected impact on the Project Schedule to you so that you can take remedial action.

10. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

11. Project Schedule/Acceptance Testing.

11.1 The parties will develop a project schedule that details both Tyler and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Tyler's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Tyler and Client acknowledge that the intent of the parties when developing the Project Schedule will be to achieve full implementation of all Phases during calendar year 2022.

11.3 Tyler Software Implementation Acceptance. The Client will have the right to review and accept all work undertaken by Tyler in the performance of the Services as detailed in the Statement of Work.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have

purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software and any such Services provided by us for such installation will be subject to the warranties set forth in Section C. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees for the items set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, including a dispute that a deliverable has met the requirements for acceptance under Section C(11), you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonably sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

   1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

   1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of ninety (90) days or more.

   1.3 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the Software or Services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If, as a result of an infringement or misappropriation, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify, defend and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement; or (c) our breach of Section I(17) ("Confidentiality"). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **<u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) ONE AND ONE HALF (1.5) THE AGGREGATE TOTAL OF FEES SET FORTH IN THE INVESTMENT SUMMARY AS OF THE EFFECTIVE DATE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) Automobile Liability of at least $1,000,000 combined single limit; (c) Professional Liability of at least $5,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. In the event that the parties are unable to resolve differences, and after exhausting the escalation procedures set forth herein, all disputes arising from this Agreement shall be resolved through the courts referenced in sub-section 24 below

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any Services under this Agreement without your prior written consent, not to be unreasonably withheld. You shall have the right to approve all subcontractors we assign, if any, to fulfill our roles and responsibilities defined in the Statement of Work. In the event any subcontractor is, in your opinion, uncooperative, inept, incompetent, or otherwise do not conform to the warranties herein, we will be given a reasonable opportunity to correct the deficiency. In the event the deficiency persists, you may request the removal of the subcontractor in question. We will work towards a mutually agreeable remedy in the event of a change in subcontractor, including managing the effect upon the timelines and milestones set forth in the Statement of Work and the Project Schedule. We will use commercially reasonable efforts to ensure the replacement subcontractor will be timely assigned. Replacement subcontractor shall, at no additional cost to you, devote sufficient time to becoming familiar with the project before delivering services to you.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or

purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. We will not be entitled to any fees for any work outside of the scope of this Agreement without a written amendment or change order or other written agreement by you.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of proof of delivery by a commercial overnight carrier; (c) upon receipt by sender of proof of email delivery via confirmation from the recipient; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed . Notices will be addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Where formal notice is not required, the parties may communicate via electronic mail, video conference or telephonically on a day to day basis with respect to the implementation of the Agreement.

16. Advertising; Client Lists. Tyler shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Tyler receives specific written authorization in advance from the Client's City Manager. However, nothing in this clause shall preclude Tyler from listing the Client on its routine client list for matters of reference..

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Tyler will treat all data that is provided by Client in connection with the implementation and use of the Software or as necessary for the provision of the Services as confidential information except for those types of information to which an obligation of confidentiality does not apply as set forth below. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under a court order or other legal process or the California Public Records Act similar applicable public disclosure laws governing this Agreement; provided, however, that in the event (i) a party receives a court order or other legal process, it will notify the other party and cooperate with such party to obtain a protective order; and (ii) if you receive an open records or other similar applicable request, you will give us prompt notice and apply such exceptions to disclosure as may be applicable as determined by Client's general counsel in its reasonable discretion.

18. Business License. We will be responsible for obtaining any licenses or approvals necessary to do business in the State of California. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law & Compliance with Laws, Rules and Regulations.

    19.1. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. The venue for any action brought to enforce the terms of this Agreement will be brought in the Superior Court of the County of Yolo, State of California or the Federal District Court for the Eastern District of California, California, as appropriate.

    19.2. We will comply with applicable laws, rules, and regulations in effect as of the Effective Date, and the software, services, and fees set forth in the Investment Summary account for those compliance efforts based on the mutually agreed scope of the project. Our compliance includes support for the reports we make available as of the Effective Date. We may also provide compliance updates of general applicability to users of the Tyler Software from time to time at no cost to you if and as described in the Maintenance and Support Agreement. In the event any applicable laws, rules or regulations change or are created after the Effective Date, and we determine that compliance will create additional work for us not provided for in this Agreement, Section C(3) will apply. The change order may itemize a one-time cost for compliance, or may set forth a commensurate adjustment to your ongoing maintenance and support fees. We also reserve the right to negotiate with you an adjustment to other terms and conditions in the Agreement that are impacted by the change in applicable law, rule or regulation, your consent to such adjustment not to be unreasonably withheld.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

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

23. Survival. All duties and responsibilities of any party that, either expressly or by their nature, extend into the future shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

24. Non-Collusion. Tyler hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Tyler agrees that a duly authorized Tyler representative will sign a non-collusion affidavit, in a form acceptable to Client and Tyler that Tyler has not received from Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in this Agreement.

25. Conflict of Interest. Tyler shall not knowingly employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

26. Contract Documents & Order of Precedence. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Migration Modules

Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work
Exhibit F	Socrata Software as a Service Terms and Conditions
Exhibit G	Tyler Response, dated 2/4/21 (“Proposal”) to Client RFP
Exhibit H	Client Request for Proposal (“RFP”), dated 12/22/20

Tyler and Client agree that where there is a conflict between terms of the Contract Documents, such conflict shall be resolved in the following order of precedence: (i) Agreement and Exhibits A-F; (iii) Exhibit G, Tyler Proposal; and (iv) Exhibit H, Client RFP.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:______________________________________

Name:____________________________________

Title:_____________________________________

Date:_____________________________________

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

City of Woodland, CA

By:______________________________________

Name:____________________________________

Title:_____________________________________

Date:_____________________________________

Address for Notices:
City of Woodland
300 1st Street
Woodland, CA 95695
Attention: Director of Administrative Services

Exhibit A
Investment Summary

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

NOTE: This needs to be inserted now so that it can be conformed to the Agreement terms. Please provide.

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Exhibit A
Schedule 1
Migration Modules

Data Dictionaries Support

Financials Support

Fixed Assets Support

Human Resources Support

Menu Support

Payroll Support

Site License Support

Human Resources Support Web

Tyler Output Processing Support

Applicant Tracking Support

Employee Training Support

Project Accounting Support

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b)50 % on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); (c) and 25%, by phase, upon the dates listed below with the understanding that your payment for a phase may be delayed if the live date for the applicable phase is changed per mutual agreement;.
Phase 1:
Phase 2:
Phase 3:
Phase 4:

1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates except as follows:
Year 2: Investment Summary line items rates, less the shown $17,522 Discount
Year 3: Same as Year 2 rate.
Year 4: Same as Year 3 rate.
Year 5: Year 4 rate plus three percent (3%)
Year 6: Year 5 rate plus three percent (3%).

1.3 *SaaS & Subscription Fees*: SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary, provided, however, that fifteen percent (15%) of the fees for hourly implementation services provided for the Tyler Software during a phase shall be retained until the live date for that phase. The foregoing notwithstanding, Tyler reserves the right to demand payment of retained fees in the event Client delays a phase live date more than sixty (60) days beyond its originally scheduled date and such delay is not the result of Tyler's failure to perform.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 Systems Management: Systems Management Services are invoiced on the Software Access Date and are provided in accordance with the terms of service for Tyler Systems Management found here: https://www.tylertech.com/terms/tyler-systems-management-terms-of-service.

2.7 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of service for Disaster Recovery Services found here: https://www.tylertech.com/terms/disaster-recovery-terms-of-service.

3. Third Party Products.

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

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party

Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

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

5. Expenses*.* The service rates in the Investment Summary do not include travel expenses. Tyler has provided a preliminary travel expense budget to Client based on its expectation of the number of on-site visits that will be required pursuant to the current scope of work. This budget is an estimate only to assist Client for expense planning purposes, however, Tyler will notify Client if it believes there will be a material increase in the expense budget. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

<u>Departure Day</u>

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

<u>Return Day</u>

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C as Schedule 1.

8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

* Channel availability may be limited for certain applications.

Support Resources

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

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

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

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

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue

(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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

Exhibit D
Third Party Terms

Exhibit D
Schedule 1
Hyperlinked Terms

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

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

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

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

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court

Exhibit D
Schedule 2
DocOrigin End Terms

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

DocOrigin

SOFTWARE LICENSE

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

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

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

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E
Statement of Work

TO BE INSERTED

Exhibit F
Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

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

- **"Agreement"** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded**.**
- **"API"** means application-programming interface.
- **"Client"** means the City of Woodland, California.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit 1.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided

at no additional charge to you through this Socrata Agreement.

- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Munis Analytics and Reporting product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services, but not for any other purpose.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

   3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

   3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the California Public Records Act or

similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law, including the application of any available exceptions to disclosure as determined by Client's legal counsel.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to

use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).

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

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE**

AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

3. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.9
SUBJECT: Third Amendment to the Security Professional Service Agreement with Allied Universal Security Services for Woodland Public Library

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the third amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

Staff Contact:
Greta Galindo, Library Services Director, (530) 661-5980, greta.galindo@cityofwoodland.org

Fiscal Impact:
The current Security Professional Service Agreement with Allied Universal is for the amount of $59,882 for November 2021 through October 2022. The cost of executing this annual amendment for security services would increase the total multi-year contract by $59,882, bringing the total to $165,547.
Funds to provide security services for the library can be accommodated within the current approved budget.

Background:
The Library entered into a Professional Services Agreement for Security at the Woodland Public Library with Allied Universal Security Services on November 1, 2017. The agreement is for a period of 3 years which would automatically continue thereafter on a month to month basis until terminated by either party.
The agreement is to provide professional security services at the Woodland Public Library.

Discussion:
Allied Security Services provides a necessary service to the community to ensure the safety of City assets and community members who are using the Library facility and services. The services were reviewed and vetted by City staff at the Library and found to be of high quality, and the company to be both responsive and responsible.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the third amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

Prepared by: Greta Galindo, Library Services Director

Reviewed by: Ken Hiatt, City Manager

Ken Hiatt
City Manager

Attachments:

1. Resolution authorizing the City Manager to execute the third amendment to the Security Professional Service Agreement

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE SECURITY PROFESSIONAL SERVICE AGREEMENT WITH ALLIED UNIVERSAL SECURITY SERVICES.

WHEREAS, the City of Woodland requires security services at the Woodland Public Library and;

WHEREAS, Allied Universal Security Services provides security services as required by Woodland Public Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND authorizes the City Manager to execute the Third Amendment prepared by the City Attorney to the contract with Allied Universal Security Services, increasing the amount of the contract by $59,882 for a total contract amount of $165,547.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2021.

STATE OF CALIFORNIA

COUNTY OF YOLO ss.

CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tom Stallard, Mayor

ATTEST:

______________________________________,

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

____

Ethan Walsh, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	October 5, 2021
ITEM #:	I.10
SUBJECT:	FY2020 Homeland Security Grant Award Acceptance and Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____,
1. Authorizing the Police Department to accept the FY2020 Homeland Security Grant Award in the amount of $70,376 for the purchase of nine (9) portable all-band radios; and
2. Authorizing the City Manager to appropriate $70,376 to the Other Federal Grants fund (330) for the purchase of the awarded equipment.

Staff Contact

Derrek Kaff, Police Chief (530)661-7813

Council Goal

This recommendation supports three of the four Council goals: (1) Improve Quality of Life; (2) Strengthen Public Safety & Infrastructure; and (3) Enhance Governance and Fiscal Responsibility.

Fiscal Impact

The requested $70,376 appropriation to fund 330 will ultimately be cost neutral. The requested funds will cover the purchase of the awarded equipment, which will then be reimbursed through the 2020 Homeland Security Grant award received by the City. Given the twenty months between the time of the grant application and the grant award, the Police Department will absorb in its current department budget any cost difference that exceeds the grant award in purchasing nine (9) radios.

Background

In January 2020, the Woodland Police Department submitted an application for the 2020 Homeland Security Grant for the purchase of 10 portable all-band radios to be distributed as follows: Woodland Police Department (5) and Yolo County Sheriff's Office (5).

The Homeland Security Grant Program (HSGP) provides funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. While our system of automatic and mutual aid is robust, our communication interoperability is hampered by non-contiguous communication. The requesting agencies straddle the boundaries between adjacent City agencies which utilize 800 MGHZ radios/frequencies and the County agencies which utilize VHF radios/frequencies. This variance in radio frequencies presents a communication challenge for automatic and mutual aid partners who regularly respond to assist their partners in need. This communication gap can be bridged by the utilization of all band portable radios which have the ability to utilize both VHF and 800 MGHZ frequencies. This interoperability is vital to the regions' security and ability to respond safely and effectively. The all band capability is in alignment with the regional, state, and federal goals of strengthening communication.

On September 10, 2021, the Police Department received the grant award in the amount of $70,376 for the purchase of 9 of the 10 requested radios to be distributed as follows: 5 radios to Woodland Police Department and 4 radios to the Yolo County Sheriff's. The Woodland Police Department will absorb in its current department budget any cost difference that exceeds the grant award in purchasing the radios. Each agency will be responsible for the maintenance of the radios allocated to them.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____,
1. Authorizing the Police Department to accept the FY2020 Homeland Security Grant Award in the amount of $70,376 for the purchase of nine (9) portable all-band radios; and
2. Authorizing the City Manager to appropriate $70,376 to the Other Federal Grants fund (330) for the purchase of the awarded equipment.

Prepared by: Elle Murphy, Senior Management Analyst (Police)
Reviewed by: Anthony Cucchi, Deputy Police Chief
Approved by: Derrek Kaff, Police Chief

Ken Hiatt
City Manager

Attachments:
1. Resolution - 2020 HSG Award 2021-10-05-fin

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE POLICE DEPARTMENT TO ACCEPT THE 2020 HOMELAND SECURITY GRANT AWARD AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $70,376 TO THE OTHER FEDERAL GRANTS FUND (330) FOR THE PURCHASE OF PORTABLE ALL-BAND RADIOS

WHEREAS, the Woodland Police Department successfully applied for and was awarded the 2020 Homeland Security Grant Program (HSGP) for the purchase of portable all-band radios; and

WHEREAS, the grant funds will be used to purchase nine (9) portable all-band radios to be distributed as follows: Woodland Police Department (5) and Yolo County Sheriff's Office (4); and

WHEREAS, the Woodland Police Department will absorb in its current department budget any cost difference that exceeds the grant award in purchasing the radios; and

WHEREAS, each agency be responsible for maintenance of the radios allocated to them.

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

SECTION 1. That the City Council hereby authorizes the Police Department to accept the 2020 Homeland Security Grant Award in the amount of $70,376 for the purchase of nine (9) portable all-band radios; and

SECTION 2. That the City Council hereby authorizes the City Manager to appropriate $70,376 to the Other Federal Grants fund (330) for the purchase of the awarded equipment.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: I.11
SUBJECT: Final Acceptance and Notice of Completion for North Regional Pond and Pump Station, CIP #17-21

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) accepting the North Regional Pond and Pump Station, CIP #17-21 as complete; (2) authorizing the City Clerk to file a Notice of Completion; and (3) approve the appropriation of $20,000 from the SLIF Storm Drain Fund (681) to the Project.

Staff Contact:
Chris Fong, Senior Associate Civil Engineer – (530) 661-5972, Chris.Fong@cityofwoodland.org

Fiscal Impact:
The current overall Project budget is $9,000,000 from the Spring Lake Infrastructure Storm Drain fund (SLIF) as identified in the approved FY2021/22 Capital Improvement budget. The final construction cost for this project was $6,975,471. Other items that make up the total project budget represent the amount allocated for environmental monitoring, construction management/inspection, settlement agreement, and contingencies. The City will need an additional allocation of $20,000 from the SLIF Storm Drain Fund to close out the Project. The Project pumps all the storm water from the southern portion of the City to the City's stormwater outfall (Tule Canal).

The estimate for the ongoing project maintenance costs moving forward is $20,000 per year. Funding for the maintenance comes from a mix of Landscape and Lighting District funds and the stormwater enterprise fund.

Background:
This Project's improvements at the pump station and the North Regional pond mitigates the increase in storm drainage flows resulting from development of the south part of the City for up to the 100-year, 10-day storm event. Other development areas that will benefit from the Project (and be obligated to pay for their fair share of the cost) include the Woodland Research and Technology Park (WRTP) and the development areas east of CR102.

The Project also installed weirs and culverts to allow the North Regional Pond to function as a storm water quality pond, treating storm flows from the Gibson Channel and allowing the North Regional Pond to function as a detention basin. The North Regional Pond will allow for increased storm water treatment capacity; improved capacity of and access to culverts underneath Interstate-5 and E. Main Street; new force main and outfall piping from the pump station to the outfall channel; and improved access to the outfall channel at the piping terminus.

Discussion:
The City Council approved the Project Plans and Specifications and authorized bid advertisement for the project by adopting Resolution No. 7209 on January 15, 2019. The City advertised bids on January 25, 2019 and received 8 bids on February 26, 2019. The City Council awarded the construction contract to Myers & Sons Construction, LLC by adopting Resolution No. 7244 on March 19, 2019. The City resolved a potential construction claim from Myers by signing a Settlement and Release Agreement which was approved by Council by adopting Resolution No. 7760 on July 20, 2021.

The project cost breakdown is as follows:

Construction Award Amount	$	6,674,875
Change Orders	$	300,596
Settlement and Release Agreement	$	125,000
Environmental Monitoring	$	71,049
CM/Inspection	$	763,218
Planning/Design	$	858,137
Right of Way/Fees	$	78,888
Project Management	$	148,237
Total Project Cost	$	9,020,000

The City determined that the project was substantially complete on October 6, 2020 and due to lingering issues, the last of the on-site construction activities was not completed until June 18, 2021.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, (1) accepting the North Regional Pond and Pump Station, CIP #17-21 as complete; (2) authorizing the City Clerk to file a Notice of Completion; and (3) approve the appropriation of $20,000 from the SLIF Storm Drain Fund (681) to the Project.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, Community Development Director/City Engineer

Ken Hiatt
City Manager

Attachments:
1. Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE; AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION; AND APPROVE APPROPRIATION OF $20,000 FROM THE SLIF STORM DRAIN FUND TO THE PROJECT FOR NORTH REGIONAL POND AND PUMP STATION (CIP #20-11)

WHEREAS, the City Council approved the Project plans and specifications and authorized the Project to be bid by adopting Resolution No. 7209 on January 15, 2019; and

WHEREAS, the City Council awarded the construction contract in the amount of $6,674,875 with a 10% contingency amount of $667,488 to Myers & Sons Construction, LLC by adopting Resolution No. 7244 on March 19, 2019; and

WHEREAS, the City determined the Project to be substantially completed on October 6, 2020 and all on-site construction activities were completed on June 18, 2021.

WHEREAS, the City Council approved a Settlement and Release Agreement with Myers & Sons Construction, LLC by adopting Resolution No. 7760 on July 20, 2021.

WHERAS, the Project requires an additional appropriation of $20,000 to cover Project costs.

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

Section 1. The City Council hereby accepts the North Regional Pond and Pump Station, CIP #17-21 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the North Regional Pond and Pump Station, CIP #17-21.

Section 3. The City Council approves the appropriation of $20,000 from the Spring Lake Infrastructure Storm Drain fund to the Project, CIP #17-21.

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PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	October 5, 2021
ITEM #:	I.12
SUBJECT:	Consideration of a Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ , making findings and determinations under AB 361 for the continuation of virtual meetings.

Staff Contact: Ethan Walsh, City Attorney, (916) 325-4000, ethan.walsh@bbklaw.com

Fiscal Impact:
There is no fiscal impact from this item.

Background:
On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, the following occur:

- An Agenda is required to be posted at all locations, including any teleconference locations.
- Each teleconference location must be identified on the actual agenda.
- Each teleconference location shall be accessible to the public.
- A quorum of the legislative body must be in the jurisdiction.

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the City Council is aware, this allowed the City Council and all other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

With the current pending expiration of the Governor's Executive Order, the State Legislature adopted Assembly Bill 361. On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

Discussion:
AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. The City already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommended measures to promote social distancing throughout the state. Additionally, Yolo County Health Officer Dr. Aimee Sisson has, in a memo dated September 22, 2021, recommended the continuance of virtual meetings at the present time as a means of promoting social distancing, given the current high case rate of COVID-19 in Yolo County. Dr. Sisson has indicated that she will update the memo as circumstances change, and we will continue to monitor this issue to determine when it is appropriate to return to in-person meetings.

The enclosed resolution makes the necessary findings for the City Council and all subordinate legislative bodies of the City that are subject to the Brown Act to continue with virtual meetings for the time being. City staff will return to the City Council with a resolution every thirty days to allow for the continuance of virtual meetings for so long as the Council and staff believe that virtual meetings are necessary.

It is important that AB 361 does not require the City to continue with virtual meetings, but simply gives the Council that option. If, at any time, the City Council desires to return to in-person meetings, the Council can agendize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, City staff is recommending adoption of the resolution to allow the City Council and all other Commission, Committee, and other Brown Act meetings to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____ , making findings and determinations under AB 361 for the continuation of virtual meetings.

Prepared by: Ethan Walsh, City Attorney

Ken Hiatt
City Manager

Attachments:

1. Resolution Making Findings and Determinations under AB 361
2. 9/22/2021 Memo from Dr. Aimee Sisson

RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, and in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a "close contact," defined as being within 6 feet of another under certain circumstances, and Yolo County Health Officer Dr. Aimee Sisson has recommended that local public agencies refrain from holding in person public meetings, as a means of promoting social distancing; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public and compliance with the recommendations of state and local officials with regard to social distancing; and

WHEREAS, the City Council of the City of Woodland desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

1) The City Council hereby finds that the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2) The City Council and all other legislative bodies of the City of Woodland who are required to hold public meetings shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3), based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED this 5th day of October 2021, by the following vote:

AYES:	Council Members:
NOES:	Council Members:
ABSENT:	Council Members:
ABSTAIN:	Council Members

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

COUNTY OF YOLO

Health and Human Services Agency

Karen Larsen, ***LMFT***
Director

Aimee Sisson, MD, MPH
Health Officer

MAILING ADDRESS
137 N. Cottonwood Street • Woodland, CA 95695
www.yolocounty.org

Date: September 22, 2021

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

In light of the ongoing public health emergency related to COVID-19 and the high level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly-enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of September 22, 2021, the current case rate is 24.1 cases per 100,000 residents per day. This case rate is considered “high” under the Centers for Disease Control and Prevention’s (CDC) framework for assessing community COVID-19 transmission; and

- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

Davis
600 A Street
Davis, CA 95616
Mental Health (530) 757-5530

West Sacramento
500 Jefferson Boulevard
West Sacramento, CA95605
Service Center (916) 375-6200
Mental Health (916) 375-6350
Public Health (916) 375-6380

Winters
111 East Grant Avenue
Winters, CA 95694
Service Center (530) 406-4444

Woodland
25 & 137 N. Cottonwood Street
Woodland, CA 95695
Service Center (530) 661-2750
Mental Health (530) 666-8630
Public Health (530) 666-8645

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 5, 2021
ITEM #: J.13
SUBJECT: 2021 Water and Sewer Rate Studies

Recommendation for Action: Staff recommends that the City Council (1) receive a summary of the 2021 Water and Sewer Rate Studies; and (2) set December 7, 2021 as the Public Hearing date for the proposed rate adjustments.

Staff Contact:
Kim McKinney, Director of Administrative Services, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact:
Adoption of the proposed adjustments for water and sewer will generate sufficient revenue to meet the City's operational and capital needs through 2026, as well as meet current debt service and debt coverage ratio requirements. Capital projects will be funded through a combination of rates and reserves.

Background:
The last sewer rate update was approved in 2013 and included five years of approximately 9% adjustments to rates. The last rate increase was implemented in January 2019, and the rates have remained unchanged since that time. Staff periodically reviewed the fiscal performance of the sewer fund to determine if additional adjustments were required, and thanks to savings in operations and use of reserves, the fund remained fiscally stable without additional increases for the last two years.

The City's last water rate study was completed in 2016 and adopted and effective in 2017, which included five years of approximately 5.5% annual increases in rates. Each year during that five-year period, staff reviewed the rates to determine if the rate adjustments were still necessary. In order to meet existing debt service requirements and to remain in compliance with the requirements of various debt-related legal documents, the rates approved were all fully implemented. The last approved rate adjustment was effective in January 2021.

Discussion:
Staff has been working with HDR Engineering, Inc. for the last several months to prepare both the Water and Sewer Rate Studies to inform future revenue requirements for each of those programs over the next five (5) years. The rate setting process has three major components: determining the revenue requirement for each utility, analyzing the cost of service for the various customer classes in those utilities, and creating a rate structure to meet the revenue requirements within the strict parameters of Proposition 218.

Revenue Requirements:
The revenue requirement projects the ongoing costs of operating and maintaining the utility, determines any necessary capital improvement projects, and updates all costs related to debt service and required debt service coverage ratios. For the water utility, the other key factor is determining the ongoing water consumption patterns based on both more recent drought factors and long-term customer consumption patterns and characteristics.

For the two rate studies, the annual operating and maintenance costs are based on the adopted fiscal year 2021/22 budget, and categories of expenditures are projected forward based on the appropriate inflationary or known adjustment factors. For example, costs for personnel are projected differently than those for chemicals, electricity, equipment, etc. Adjustments for additional staffing or other operating needs are also considered.

The water rates propose to add two (2) additional staff positions. One position will be used to implement a consistent and ongoing replacement of the water meters installed throughout the City. Residential meters began installation in 2009, and their useful life is typically 10-15 years. When meters begin to fail, they don't accurately record water consumption, and overall revenue collection for the water utility is reduced. Another staff position is proposed to implement a backflow program. The City currently requires primarily non-residential customers to install and maintain backflow devices on their property. These devices are intended to stop water and any potential contaminants from flowing back into the public water system. The City is exploring options to change the program to have City staff install and maintain these devices, which provides better security for the City's water supply.

The proposed sewer rates also include the addition of two (2) staff positions. One position is for operations of the Water Pollution Control Facility (WPCF or treatment plant), which operates 24 hours a day, seven days a week, with minimal staffing. The current staffing levels are low and make the 24-7 operations challenging. The second position is a mechanic for the treatment plant.

The five-year capital improvement program (CIP) focuses on annual repair and replacement of the City's aging infrastructure, and continues the ongoing replacement of and upgrades to major components at the WPCF needed to complete the treatment processes. All of these projects are funded through the rates, and no additional bonds or loans are anticipated. The water system CIP also allows for some continued expansion of the City's recycled water infrastructure into the southeast area of town, to allow for connection to new development. The water rates allow for a relatively minor amount of loan payments, based on the assumption that the City will be eligible to receive very low interest loans from the State for this project.

Both the water and sewer systems have existing debt service obligations that must also be factored into the rates. Staff is in the process of working with the City's bond team to refinance one of the outstanding bonds to achieve lower interest rates and substantial annual savings in the water fund. Although that refinancing has not been completed, the proposed rates assume the bonds will be refinanced and factor in the related annual savings. Most of the outstanding debt has legal requirements for ratios of annual revenue to cover ongoing debt service; the proposed rates take these into consideration and meet those requirements.

The results of the revenue requirement show that the water system requires a 3% per year increase in revenue for the next five years. This revenue adjustment is allocated between customer classes through the rate design (discussed later) and may not be exactly 3% for each type of customer, and will depend upon the amount of water consumed.

The results of the revenue requirement for the sewer system show that a rate adjustment is not required for the first year, and then a 2% per year increase in revenues for the next four years is necessary. Similarly to the water rates, the 2% is an adjustment to overall revenues for the sewer system, and the allocation between and among the various customer classes will be different, and discussed herein.

Cost of Service Analysis:

Once revenue requirements are determined, the costs must then be classified and allocated to the appropriate customer classes (such as residential, commercial, landscape, etc.).

For the water rates, the City has a three-tier rate structure whereby lower water use pays a lower per unit cost, with the cost increasing as the total usage of water increases between tiers. Agencies are legally required to define the cost basis for the tiered pricing. The cost of service analysis then provides the cost basis between the fixed component and consumption charges for each customer class of service. The Water Rate Study study results indicate the cost of service between categories requires some adjustment, particularly a reduction in the landscape rate, and a minor increase in the non-residential customer classes.

For sewer rates, the City has a flat rate fee for residential customers. Non-residential customers are classified into three categories based on the "strength" of the wastewater they discharge. These customers are classified as either low-, medium-, or high-strength, and the rates vary by category. The rates for non-residential customers include a fixed charge component, and a volumetric charge based on water consumed. To ensure the customers aren't charged for sewer based on landscape water used, the City uses a "winter water averaging" approach. Under this approach, the water consumption used to calculate monthly sewer charges is limited to the average amount of water used between the months of November and February each year. The Sewer Rate Study results show allocation of costs among categories requires adjustments, with a proposed reduction in non-residential components, residential customers around the 2% overall adjustment, but a larger increase to multifamily customers.

Rate Design:
The final step of a rate study is to design the rates to collect the required levels of revenue, based on the results of the revenue requirement and the cost of service analysis. Consideration is given to both the level of the rates and to the structure of the rates. The level of rates reflects the amount of revenue that should be collected (and was established through the revenue requirement analysis), and the structure of the rates is how it is collected from customers (this equitable allocation of costs between various customer classes was developed in the cost of service analysis).

Water Rates
No rate structure changes are proposed as part of this rate study. The fixed component of the water rates is the same for all types of customers, based on the meter size. The consumption charges for each customer class are based on unit costs developed as part of the cost of service analysis. The three-tiered system of consumption for residential customers is maintained, and all other customers continue to pay a uniform rate for all water consumed. The proposed rates are attached to this staff report.

Sewer Rates
No rate structure changes are proposed as part of the Sewer Rate Study. The fixed charge component of the rates will continue to vary by customer class, and no changes to customer classes are proposed. The variable charge component of the rates will continue to be based on the strength of the discharge (low, medium and high). The proposed rates are based on the cost of service analysis and revenue requirements discussed herein. The proposed rates are attached to this staff report, as part of a summary of the entire rate study.

Next Steps:
In accordance with Proposition 218, notification of the proposed rate changes must be mailed to property owners and customers of record at least 45 days before the public hearing date for the proposed rate adjustments. The City's formal procedures for providing notice and receiving and tabulating written protests to property-related fees and charges (like water and sewer rates) were adopted in 2017 and remain in effect for this process.

Conclusion:
Staff recommends that the City Council (1) receive a summary of the 2021 Water and Sewer Rate Studies; and (2) set December 7, 2021 as the Public Hearing date for the proposed rate adjustments.

Prepared by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. SUMMARY OF 2021 RATE STUDIES

SUMMARY OF 2021 WATER RATE STUDY

Revenue Requirement –

Rounded to the nearest $1,000

	FY2022	FY2023	FY2024	FY2025	FY2026
Revenues					
Rate Revenues	$26,542	$26,808	$26,942	$27,076	$27,212
Miscellaneous Revenues	366	556	556	556	556
Total Sources of Funds	**$26,908**	**$27,364**	**$27,498**	**$27,632**	**$27,768**
Expenses					
Total O&M Expenses	$13,981	$14,394	$14,890	$15,406	$15,941
Rate Funded Capital	2,800	3,860	4,450	5,100	5,850
Net Debt Service	11,009	10,907	10,940	10,975	11,004
Total Expenses	**$27,790**	**$29,161**	**$30,280**	**$31,481**	**$32,795**
Less: Connection Fees	$484	$580	$715	$895	$1,153
Total Revenue Requirement	**$27,306**	**$28,581**	**$29,565**	**$30,586**	**$31,642**
Balance/(Deficiency) of Funds	($398)	($1,217)	($2,067)	($2,954)	($3,874)
Adjust as % of Current Rate	1.5%	4.5%	7.7%	10.9%	14.2%

Rate Design – Proposed Water Rates

	Present Rates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
	Proposed Adjustment*	3.0%	3.0%	3.0%	3.0%	3.0%
	Effective Date	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Meter Charge (*All customer classes*)						
3/4"	$55.65	$54.55	$56.20	$57.90	$59.65	$61.45
1"	55.65	54.55	56.20	57.90	59.65	61.45
1 1/2"	55.65	54.55	56.20	57.90	59.65	61.45
2"	55.65	54.55	56.20	57.90	59.65	61.45
3"	99.00	102.50	105.60	108.80	112.10	115.40
4"	165.00	170.80	175.00	181.30	186.80	192.40
6"	329.40	340.95	351.30	361.90	372.80	384.10
8"	329.40	545.50	562.00	579.00	596.50	614.50
10"	329.40	784.45	808.20	832.60	857.80	883.70
Consumption (*per ccf*)						
Residential						
0-12 CCF	$3.98	$4.04	$4.16	$4.28	$4.41	$4.54
13-36 CCF	4.79	4.72	4.86	5.00	5.15	5.30
36+ CCF	5.89	6.10	6.28	6.46	6.66	6.86
Non Residential						
Uniform Rate	$5.18	$5.14	$5.29	$5.45	$5.61	$5.78
Landscape						
Uniform Rate	$5.86	$5.29	$5.45	$5.61	$5.78	$5.95

Example of Rate Adjustments to Typical Residential User

SUMMARY OF 2021 SEWER RATE STUDY

Revenue Requirement

Rounded to the nearest $1,000

	FY2022	FY2023	FY2024	FY2025	FY2026
Revenues					
Rate Revenues	$18,646	$18,833	$18,927	$19,022	$19,117
Miscellaneous Revenues	208	243	244	246	248
Total Sources of Funds	**$18,854**	**$19,076**	**$19,171**	**$19,268**	**$19,365**
Expenses					
Total O&M Expenses	$9,761	$10,429	$10,863	$11,316	$11,789
Rate Funded Capital	5,250	5,350	5,400	5,450	5,500
Net Debt Service	3,453	3,455	3,453	3,510	3,457
Total Expenses	**$18,464**	**$19,234**	**$19,716**	**$20,276**	**$20,746**
Reserves	$390	$29	$27	($42)	($8)
Total Revenue Requirement	**$18,854**	**$19,263**	**$19,743**	**$20,234**	**$20,738**
Balance/(Deficiency) of Funds	$0	($187)	($572)	($966)	($1,373)
Adjust as % of Current Rate	0.0%	1.0%	3.0%	5.1%	7.2%

Rate Design – Proposed Sewer Rates

	Present Rates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Proposed Adjustment*		0.00%	2.00%	2.00%	2.00%	2.00%
Effective Date		1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Single Family Rates						
Fixed Charge						
Per Account	$ 62.15	$ 62.15	$ 64.65	$ 65.95	$ 67.27	$ 68.61
Multi Family Rates						
Fixed Charge						
Condo/Apartmt/3plex	$ 40.55	$ 40.55	$ 46.61	$ 47.54	$ 48.50	$ 49.47
Duplex	50.35	50.35	51.44	52.47	53.51	54.58
Non-Residential Rates						
Fixed Charge						
Low Strength	$ 37.70	$ 37.70	$ 10.36	$ 10.56	$ 10.77	$ 10.99
Med Strength	37.70	37.70	37.65	38.40	39.17	39.95
High Strength	37.70	37.70	40.56	41.37	42.20	43.04
Volume Charge						
Low Strength	$ 7.75	$ 7.75	$ 7.49	$ 7.64	$ 7.79	$ 7.94
Med Strength	8.95	8.95	8.46	8.63	8.80	8.98
High Strength	10.17	10.17	9.90	10.10	10.30	10.51
Schools Rate						
Fixed Charge						
Per Account	$ 37.70	$ 37.70	$ 10.36	$ 10.56	$ 10.77	$ 10.99
ADA Charge						
Per ADA	$ 1.67	$ 1.67	$ 1.83	$ 1.86	$ 1.90	$ 1.94

<u>Example of Rate Adjustments to Typical Residential Customer</u>

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Water*	$103.41	$103.03	$106.12	$109.26	$112.57	$115.93
Sewer	$ 62.15	$ 62.15	$ 64.65	$ 65.95	$ 67.27	$ 68.61
Total Bill	$ 165.56	$ 165.18	$ 170.77	$ 175.21	$ 179.84	$ 184.54
$ Amount change		($0.38)	$5.59	$4.44	$4.63	$4.70
% Change		-0.23%	3.38%	2.60%	2.64%	2.61%

*Assumes a typical customer with 1" meter service and 12 CCF of consumption