



**Agenda for the Regular Meeting of Board of Commissioners
Monday, May 11, 2020 - 7:00 pm
Brentwood City Hall**

In the interest of the public health, safety, and welfare of the public, this meeting will be held electronically pursuant to Governor's Executive Order No. 16. Physical presence of the public will be limited, but the meeting may be viewed online at www.brentwoodtn.gov/livestream.

Call to Order by Mayor
Roll Call
Invocation by Commissioner Smithson
Pledge of Allegiance to the Flag by Vice Mayor Travis

Approval or Correction of Minutes

April 27, 2020

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time. Any citizens who wish to make a comment may have access to do so via webcam at City Hall during the citizens comment portion of the meeting.*

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

1. Resolution 2020-39 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH STUBBLEFIELD CONSTRUCTION LLC FOR THE PURCHASE AND INSTALLATION OF MAINTENANCE BARN AT SMITH PARK, for adoption
2. Resolution 2020-40 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR ECITATION LICENSING, for adoption
3. Resolution 2020-42 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMMTECH, A DIVISION OF COMMUNICATIONS GROUP, INC. FOR RADIO/911 SERVICES, for adoption
4. Resolution 2020-43 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH MALLORY VALLEY UTILITY DISTRICT FOR A TIME EXTENSION ON THE CONSTRUCTION OF THE MALLORY VALLEY METERING STATION, for adoption
5. Resolution 2020-45 - A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE OPERATING POLICIES AND PROCEDURES FOR THE HISTORIC HOMES DUE TO COVID-19

Old Business

1. Other old business

New Business

1. Resolution 2020-41 - A RESOLUTION ADOPTING CERTAIN POLICIES AND PROCEDURES RELATED TO THE COVID-19 CRISIS FOR CITY OF BRENTWOOD PERSONNEL
2. Resolution 2020-44 - A RESOLUTION AUTHORIZING THE INSTALLATION OF BIKE LANES ON GRANNY WHITE PIKE
3. Other new business



Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the April 27, 2020 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, April 27, 2020 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little (electronically); Vice Mayor Ken Travis (electronically); Commissioner Nelson Andrews (electronically); Commissioner Anne Dunn (electronically); Commissioner Mark Gorman (electronically); Commissioner Susannah Macmillan (electronically); Commissioner Regina Smithson (electronically)

Staff City Manager Kirk Bednar (electronically); Assistant City Manager Jay Evans

Present: (electronically); City Attorney Kristen Corn (electronically); City Recorder Holly Earls (electronically)

Mayor Little stated the following:

“As you may know, Governor Bill Lee issued Executive Order 16 on Friday, March 16. This Order was issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Order, Governor Lee recognized that guidance from the White House and Centers for Disease Control and Prevention advises that Americans should avoid social gatherings in groups of more than 10 people and that older persons and persons with serious underlying health conditions should remain at home. The Governor also emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Order provides that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens.

Sadly, COVID-19 is spreading rapidly throughout the state and Williamson County, with known cases in Brentwood. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Board of Commissioners to meet partially electronically rather than in-person. We have posted the link for public viewing on the City’s website and social media pages, and we have disseminated the same to the media.

Is there any objection by the Commission? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor’s Executive Order Number 16.”

Commissioner Macmillan led the Invocation. The Pledge of Allegiance was led by Commissioner Smithson.

Approval or Correction of Minutes

April 13, 2020

Moved by Commissioner Mark Gorman (electronically) for approval of the minutes as written, seconded by Commissioner Anne Dunn (electronically)

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Resolution 2020-36 - A RESOLUTION AUTHORIZING A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION, INC. AS PART OF THE WIKLE ROAD WATER LINE PROJECT, for adoption

Resolution 2020-37 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH INFLO DESIGN GROUP, LLC FOR REVIEW AND PREPARATION OF VARIOUS WATER DEPARTMENT REPORTS, for adoption

Resolution 2020-38 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2020, for adoption

Approval of change order with Four Star Paving for roadway repairs and improvements

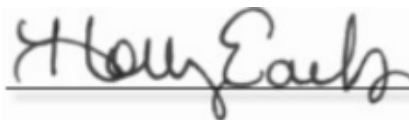
Approval of recommended street resurfacing list for Fiscal Year 2021

Moved by Commissioner Anne Dunn (electronically) for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan (electronically)

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:48 pm.

APPROVED _____

A handwritten signature in black ink, appearing to read "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-39 - Agreement with Stubblefield Construction LLC for Purchase and Installation of Replacement Maintenance Barn at Smith Park

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Resolution 2020-39 - Agreement with Stubblefield Construction LLC for Purchase and Installation of Replacement Maintenance Barn at Smith Park

Background

The Parks and Recreation Department recently solicited proposals for construction of a maintenance barn at Smith Park to replace the existing barn that was on the property when the City purchased it in 2010 and is severely deteriorated. As you may recall, staff originally attempted this process over a year ago and did not receive a proposal that fit the City's needs. Staff tried again in late 2019 and did not receive a single proposal. Staff decided to try one more time this spring and did receive two proposals to evaluate.

The project is budgeted at \$245,000 in the proposed FY 2021 Capital Improvements Plan. There is \$225,000 allocated for construction of the new barn with an additional \$20,000 for the demolition of the existing barn. Staff evaluated each proposal and is recommending selecting the contractor with the higher base price of \$211,000 as compared to \$197,357. Staff selected the proposal from Stubblefield Construction LLC for several reasons:

1. The structure is a residential 2X4 built rather than the pole barn the other contractor submitted.
2. The concrete slab will be 6 inches with turn downs as compared to an unspecified 4-inch slab in the other submittal.
3. The structure will be a painted Hardie board outside paneling compared to a cedar board in the other submittal. A color scheme needs to be decided upon but any color combination is available. (See attachments)
4. The inside walls will be covered with plywood versus nothing in the other submittal.
5. There will be built-in rafter storage compared to none with the other submittal.
6. The barn will have a substantially better electrical plan for lighting and outlets.
7. The contractor can install a handicap accessible bathroom for \$14,000. Staff recommends this option. The other submittal did not include this option.
8. Alternate #1 - Demolition of existing barn - \$14,000 versus \$20,000 in the other

submittal. It should be noted that the wood will be re-purposed by the contractor as much as possible.

Staff believes the enhancements noted above for the Stubblefield proposes provides a greater overall value that justifies the higher base proposal cost. It should be noted that the project will still be within budget. Staff checked references provided and finds no reason to reject their proposal.

Therefore, staff recommends approval of the services from Stubblefield Construction LLC for a total cost of \$239,000 (Base Price of \$211,000 + \$14,000 Demo + \$14,000 Restroom). Staff is also requesting City Commission authorization of up to a \$5,000 contingency allowance to be authorized by staff should some small unforeseen issue arise during construction.

A copy of the proposal, color submittals, picture renderings and contract are attached for your review. If approved, it will be the goal of the Department to have the project completed this summer.

Please contact the Parks and Recreation Director if you have any questions.

Staff Recommendation

Staff recommends approval of the services from Stubblefield Construction LLC for a total cost of \$239,000 plus a \$5,000 contingency allowance to authorized only by staff.

Fiscal Impact

Amount : \$239,000

Source of Funds: Capital Projects Fund

Account Number: 311-44400-3016

Fiscal Impact:

A breakdown of the budget is provided. The project is within the Budget.

Total Budget:\$245,000

Barn Budget - \$225,000

Base proposal price - \$211,000

Bathroom addition if selected - \$14,000

Total: \$225,000

Demolition Budget: \$20,000

Alternate 1 price - \$14,000

Total contract awarded: \$239,000 plus a \$5,000 contingency allowance = \$244,000 authorized expenditures.

Attachments

Resolution 2020-39

Contract No. 2020-053

Exhibits A and B - Bid Docs and Response

Stubblefield RFP

Siding Color Chart

Roof Color Chart

Sample Pictures - barn and siding

RESOLUTION 2020-39

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND STUBBLEFIELD CONSTRUCTION LLC FOR PURCHASE AND INSTALLATION OF A MAINTENANCE BARN AT SMITH PARK, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Stubblefield Construction LLC for purchase and installation of a maintenance barn at Smith Park, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

CONTRACT FOR SERVICES – Smith Park Barn

COB Contract No. 2020-053

THIS CONTRACT is hereby entered into this _____ day of _____, 2020, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the “City” and Stubblefield Construction LLC, hereinafter called “Contractor”.

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for services in accordance with and in full compliance with the Scope of Work described in Exhibit A. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a maximum cost of \$239,000 per the elected alternates.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term “Contract Documents” is used, it shall refer to this Contract, the Request for Proposals issued by the City on April 6, 2020 (the “Solicitation”, attached as Exhibit A), and the Contractor’s Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) the Solicitation; c) Contractor’s Proposal.

3. CITY’S REPRESENTATIVE

Wherever in this Contract the term “City’s Representative” is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR’S UNDERSTANDING

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Any and all permits necessary for the execution of the work shall be secured by the contractor; fees will be waived for permits issued by the City of Brentwood.

6. PROTECTION

Whenever the conditions, laws, ordinances or regulations require, Contractor shall furnish and maintain, at its own expense and cost, guard fences, barriers, cones and such additional measures of protection as may be required to provide safe conditions at all times. The contractor is also responsible for moving, protecting, covering or otherwise protecting city equipment, facilities and/or furnishings in and around the

areas where work will be performed by the contractor. This includes areas used for access to the work locations.

7. CONSENT TO TRANSFER

Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve Contractor from any of its obligations and liabilities under this Contract.

8. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

9. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

10. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

11. INSPECTIONS

All work done by Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. Contractor shall provide reasonable and necessary opportunities for inspection of the work. Work shall not proceed until Contractor has made timely demand upon City's Representative for, and has received from such Representative, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions.

12. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve Contractor of any of its obligations to fulfill this Contract as prescribed herein and elsewhere in the Contract Documents. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense therefore shall be paid by Contractor or may, at the City's option, be deducted from any remaining amount due to Contractor.

13. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by

negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

14. RISK

Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. Contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work, materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

At the City's Representative's discretion, he/she may require Contractor to suspend operations on the work due to severe weather conditions or other unforeseen conditions. Contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that Contractor is neglecting to remedy any imperfection in the work, or is not

progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due Contractor under this Contract; and may terminate the employment of Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to Contractor, but if such cost exceeds such unpaid balance, Contractor shall receive no further payment.

20. PAYMENT TO CONTRACTOR

Progress payments by the City will be made within 30 days after receipt of an accurate, complete and itemized invoice for the work specified in the Contract documents, or within 30 days after such work has been accepted by the City, whichever occurs later.

21. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000 each occurrence

Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

Contractor shall:

- (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by

this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City.

- (2) Provide certified copies of the endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- (3) Replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.
- (6) Require all subcontractors to maintain during the term of the contract Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employers Liability Insurance, (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the City without expense immediately upon request.

If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. TIME ALLOWED FOR COMPLETION

Contractor shall be responsible to the City for the proper fulfillment of all terms of this Contract. Contractor shall complete all work contemplated by August 1, 2020, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of Contractor. The Contractor shall be assessed \$250.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to Contractor for its work.

23. COMPLIANCE WITH THE LAW

Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified work shall apply to the successful bidder, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

24. ANTIDISCRIMINATION

Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by Contractor because of race, color, religion, national origin, age or sex.

25. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

26. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

27. DISPOSAL OF WASTE AND CLEANUP

The contractor is responsible for proper disposal of all packaging, excess materials and waste generated during the course of performing work under this contract. The contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CITY:

CONTRACTOR:

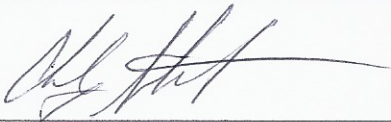
CITY OF BRENTWOOD, TENNESSEE

STUBBLEFIELD CONSTRUCTION LLC

By: _____

Rhea Little, Mayor

By: _____


Christopher Stubblefield managing member
Printed name and title

Date: _____

Pursuant to Resolution 20_- _____



City of Brentwood, TN

**Request for Proposals
Maintenance Barn
Smith Park**

April 2020

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1. REQUEST FOR PROPOSALS

City of Brentwood - Maintenance Barn Smith Park

April 6, 2020 - Deadline

The City of Brentwood is seeking proposals from licensed manufacturers to provide and construct/build and install a maintenance barn at Smith Park.

Proposals submitted pursuant to this Request for Proposals (RFP) must meet the following threshold criteria:

- Proposals shall meet the specific requirements in Section 5: Scope of Services.
- The Installer must be currently licensed with the State of Tennessee and currently have in place public liability insurance in coverage amounts at least equal to the minimum amounts required by the State of Tennessee.
- Proposals must include a “Guaranteed Maximum Price” as detailed in Section 7 Proposal Requirements. The Budget for this project is set at \$225,000
- Proposals must meet all City of Brentwood codes and design guidelines.
- Ability to acquire a performance or completion bond and a payment bond.
- Proposals must include a workmanship warranty period of at least one year.
- Builder’s risk of loss for construction insurance policy

Proposal materials must be received at City of Brentwood, PO Box 788, Brentwood, TN 37024 and be clearly marked RFP – Maintenance Barn – Smith Park by **Monday, April 6 at 2:00 p.m.**

Proposals will be opened at that time. Proposals received after the stated day and time will not be considered.

Contractors are to submit their proposal(s) in a sealed envelope clearly marked with the company name, with the contractor’s license number on the outside of the envelope

The RFP is available upon request at 1750 General George Patton Drive, Brentwood, TN 37027. Electronic versions can be emailed or downloaded from the City of Brentwood website: www.brentwood-tn.org/currentbids

The Project Review Committee, consisting of City Manager Kirk Bednar, Engineering Director Mike Harris and Parks Director Dave Bunt will open, review the proposals and select the winning proposal within two weeks following the submittal deadline. The winning manufacturer will be notified of selection no later than April 2020.

Please note that low bid price, Guaranteed Maximum Price in terms of this RFP, will not be the only factor used in determining the winning proposal. Please see Section 8 – Evaluation Criteria below.

Any questions may be directed to Dave Bunt, Parks Director by telephone – (615) 371-2208 or by email – dave.bunt@brentwoodtn.gov

2. BACKGROUND

The City of Brentwood's Smith Park is the newest of the Brentwood Parks. It served as a farm for many years before the city bought the property. Currently the parks department is using an old existing barn for its maintenance operations. It is now in need of replacement.

It is our goal for vendors to be as creative as possible within the budget given and provide a structure that resembles a true barn in appearance. In addition to the base proposal(s) offered within the budget, vendors may provide additional design enhancement options for consideration by City if that vendor's base proposal is selected.

3. GOALS AND OBJECTIVES

The City of Brentwood intends to achieve the following goals with this project:

- Provide a sufficient maintenance facility for use by the Parks Department; and
- Provide a facility that aesthetically reflects the character of Smith Park.

4. EXPECTED TIMELINE/CALENDAR OF EVENTS

Issuance of RFP: April 2020

RFP Submitting period: March 23 – April 6, 2020

Proposal Due Date: Monday, April 6, 2020

Review of Proposals by Project Committee: April 6-10

Notification of Winning and Unsuccessful Proposals: April 2020

Endorsement of Park Board: May 2020

Approval by City Commission: May 2020

Commencement of Construction: Late Spring to Summer 2020

5. SCOPE OF THE PROJECT

The following is a breakdown of the project to be included within the contract established as a result of this RFP. A competitive proposal should address the outlined items and specified details should be included in proposers' cost estimate and guaranteed maximum price. All proposals are to be “**turn key**” and have installation included. An electrical lightning plan and installation of a concrete slab must be part of the proposal.

A. Location of Maintenance Barn

The location will be in the same location as the existing barn is located at this site.
(see attachments A & B)

Proposals can be for prefabricated or “kit style” barns. All building specifications must meet applicable city design codes. Building plans will be reviewed by the City of Brentwood Planning and Codes Department for code compliance. Plans will be approved by the City of Brentwood prior to any work being undertaken. The contractor will be responsible for producing any plans required for inspector and planning review.

B . Size, rough floor plan and materials

The location will be predetermined at the site of existing barn. (See attached site plan.)

Size of building must be at 2400 square feet or larger with concrete floor suitable for driving pickup trucks on as well as a bobcat or backhoe.

Proposal must include an adequate lighting plan to include 4 electrical outlets.

Roof material must be metal and coordinate the color of the nearby historic house and carport. Color scheme to be approved by Parks department. We are aware that the existing siding is metal, but when submitting proposals metal siding must not be used. Wood or a composite siding is preferred. The goal is to make it look like an old barn.

Doors will be metal doors with locks on doors. Must have a personnel entry door and a rollup door for equipment use.

Windows are not recommended because of security reasons.

Color of the exterior elements, including siding, doors, window frames, eaves, rough sawn wood, etc., must be approved by the Parks Department.

The City reserves the right to negotiate exact details of both exterior and interior finishes with the selected contractor as part of the award process.

C. Mechanical

Building will not be heated but insulation of the building is required.

Roof insulation should be R30 or closest possible that meet industry standards. The City and the selected contractor will determine the exact type and installation method of insulation.

D Electrical

The building proposal must include sufficient electrical needs of the building to include an adequate lighting plan as well as at least 4 electrical outlets. All submittals will be reviewed by the Engineering Department and must meet all City of Brentwood electrical codes.

Exact locations and details of outlets, panels and other electrical components will be determined by the City and the selected contractor. Electrical service to building to be from existing service

E. Connections to Utilities

Electrical, Water and sewer connections will be available within 5 feet of the building site. The contractor will be required to make final stub outs in building for future needs. Location of these stubs will be coordinated with the Parks Department. No plumbing fixtures are required in proposal.

F. Alternate # 1: Demolition and removal of the existing barn

Please include in your proposal a cost of demolition and removal of the existing barn. This cost is not included in the **Guaranteed Maximum Price**. Additional funding is available for this part of the project.

Please Note: The city will be responsible for demolition of the existing barn if alternate is not accepted.

6. DESIGN-BUILD

It is understood that the Scope of the Project as presented represents the City of Brentwood's vision of the project. Inevitably there will be modifications/changes during the development of final building plans, based on guidance from the selected contractor. Contractors should consider this when determining the Guaranteed Maximum Price submitted with the proposal.

The Guaranteed Maximum Price will be one factor used to select the contractor. The final construction price may be more or less than the Guaranteed Maximum Price (\$225,000) depending on any modifications/changes to the scope of the project as presented in this RFP and approved by the City. Final construction price will be developed prior to final contract approval by the City Commission.

7. PROPOSAL REQUIREMENTS

There is no restriction on length of proposals; however, proposers are encouraged to be as concise as possible. Multiple submissions/options are encouraged. The following must be included in all proposals in order to be considered complete:

- Cover letter
- Qualifications: Proclamation of project qualifications, including copies of general contractor license and certificate of public liability insurance, inclusive of coverage amounts and builder's risk of loss policy certificate
- Experience of firm and key subcontractors
- List of previous work
- Three references with contact information
- Any other information appropriate to demonstrate qualifications
- Guaranteed Maximum Price of construction based on Section 5. Scope of the Project. As part of a Guaranteed Maximum Price (\$225,000), please include the following:
 - Square foot cost as proposed
 - Proposed schedule of materials (i.e. interior and exterior materials)
 - Any other items contractor deems appropriate for the committee to consider in making selection
 - Installation must be included
 - Include drawings/pictures of the type of structure proposed

- Letter of assurance that contractor can acquire a performance or completion bond and a payment bond (actual bonds will be required at the time the final contract is signed)
- Workmanship warranty
- Tentative work schedule based on Section 4 – Timeline and Calendar of Events and estimated completion of construction.
- Signed copy of the RFP Terms and Conditions (Section 11).
- Signed copy of Iran Divestment Certification (Attachment C).
- Signed copy of Affidavit of Non-Collusion (Attachment D).

Following the selection of the contractor, the city and the contractor will finalize plans as outlined in Section 4 – Timeline/Calendar of Events above.

Interested contractors should submit proposals in the following formats: one (1) bound copy, one (1) unbound copy suitable for scanning/reproduction, and one (1) electronic copy in .pdf format.

All completed proposals must be received at the City of Brentwood, 5211 Maryland Way, Brentwood, TN 37024 by **Monday, April 6, 2020** by 2:00 PM. Any proposals submitted after the stated day and time will not be considered.

8. EVALUATION CRITERIA & SELECTION PROCESS

The proposals will be judged based on the following criteria (not listed in order of importance):

- Guaranteed Maximum Price not to exceed \$225,000;
- Proposed design/appearance of maintenance building; Creativity is a plus.
Quality of previous work and depth of experience;
- Referrals and/or references from previous clients and municipalities;
- Overall completeness, legibility and organization of the proposal and responsiveness to RFP; and
- Responsiveness to any questions or requests from the City during the review process.

Proposals will be evaluated by the Project Review Committee who will make a recommendation for the City Commission to select the contractor. As noted above, this is not a pure low bid procurement process. The committee will recommend the firm that it determines offers the City the lowest and best proposal based on the criteria listed above. The City of Brentwood has the option to reject any and all proposals.

It is anticipated that the winning contractor will be approved by the City Commission in late November. Following selection by the City Commission, the city and the contractor will work together to finalize items outlined in Section 4 – Timeline/Calendar of Events above.

9. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City of Brentwood of such in writing and request modification or clarification of the document. The City will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City. The contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived. Deadline for

submitting any requests for clarifications in writing will be March 30, 2020 and the city will issue any needed addenda by April 1, 2020. Addenda will be posted on the City's website www.brentwood-tn.org/currentbids

10. CONTRACT APPROVAL

The intent to award will not be official the RFP has been endorsed by the Brentwood Park Board and the designs for the barn have been approved by the city's planning department & building inspector as necessary.

Upon approval of the Committee's selection, the City and the selected contractor will negotiate a final contract substantially similar to that in Attachment E to this RFP, which shall be reviewed and approved by the City Commission in late May 2020.

Any such contract shall not be valid, effective or binding until reviewed and recommended by the City Attorney and signed by the Mayor. Payment schedule, exact amount of the required performance and payment bonds will be determined by the City and the selected contractor during the contract approval phase of the project. The City anticipates that the payment schedule will be a series of payments based on progress of construction.

11. TERMS AND CONDITIONS

The City of Brentwood is grateful for the opportunity to publish this RFP and looks forward to reviewing all of the proposals for the new restroom facilities.

By signing below, the submitting contractor and/or firm acknowledges the above requirements and deadlines for this Request for Proposals and its non-binding nature and confirms that all information provided in any submitted proposal is true and accurate to the best of their knowledge and that any misinformation will be cause for the submitted proposal to be denied review.

12. CONTRACTOR SIGNATURE

Date: _____

Attachment A – Desired Concept Pictures – NO METAL SIDING





Attachment B

Proposals are encouraged to look very similar to what it currently looks like.



ATTACHMENT C

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature

Date

Printed Name

Title

Name of Firm/Company

ATTACHMENT D

Affidavit of Non-Collusion a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of _____)

) SS

County of _____)

Affiant, _____, deposes and makes oath that: (printed name of person signing Affidavit)

1. He or she is the _____ of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) _____, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds

received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of
_____, 20_____

_____ My Commission Expires: ____

ATTACHMENT E

SAMPLE CONTRACT FOR SERVICES

COB Contract No. 2020-____

THIS CONTRACT is hereby entered into this _____
day of _____, 20____, by
and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City"
and _____, hereinafter called "Contractor".

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for services in accordance with and in full compliance with the Scope of Work described in Exhibit A. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a cost of \$_____.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Request for Proposals issued by the City on _____ (the "Solicitation", attached as Exhibit A), and the Contractor's Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) the Solicitation; c) Contractor's Proposal.

3. CITY'S REPRESENTATIVE

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Any and all permits necessary for the execution of the work shall be secured by the contractor; fees will be waived for permits issued by the City of Brentwood.

6. PROTECTION

Whenever the conditions, laws, ordinances or regulations require, Contractor shall furnish and maintain, at its own expense and cost, guard fences, barriers, cones and such additional measures of protection as

may be required to provide safe conditions at all times. The contractor is also responsible for moving, protecting, covering or otherwise protecting city equipment, facilities and/or furnishings in and around the areas where work will be performed by the contractor. This includes areas used for access to the work locations.

7. CONSENT TO TRANSFER

Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve Contractor from any of its obligations and liabilities under this Contract.

8. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

9. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

10. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

11. INSPECTIONS

All work done by Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. Contractor shall provide reasonable and necessary opportunities for inspection of the work. Work shall not proceed until Contractor has made timely demand upon City's Representative for, and has received from such Representative, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions.

12. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve Contractor of any of its obligations to fulfill this Contract as prescribed herein and elsewhere in the Contract Documents. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense therefore shall be paid by Contractor or may, at the City's option, be deducted from any remaining amount due to Contractor.

13. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

14. RISK

Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. Contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work, materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

At the City's Representative's discretion, he/she may require Contractor to suspend operations on the work due to severe weather conditions or other unforeseen conditions. Contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due Contractor under this Contract; and may terminate the employment of Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to Contractor, but if such cost exceeds such unpaid balance, Contractor shall receive no further payment.

20. PAYMENT TO CONTRACTOR

Progress payments by the City will be made within 30 days after receipt of an accurate, complete and itemized invoice for the work specified in the Contract documents, or within 30 days after such work has been accepted by the City, whichever occurs later.

21. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000 each occurrence

Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

Contractor shall:

- (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City.
- (2) Provide certified copies of the endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- (3) Replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.
- (6) Require all subcontractors to maintain during the term of the contract Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employers Liability Insurance, (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the City without expense immediately upon request.

If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. TIME ALLOWED FOR COMPLETION

Contractor shall be responsible to the City for the proper fulfillment of all terms of this Contract. Contractor shall complete all work contemplated by _____, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of Contractor. The Contractor shall be assessed \$250.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to Contractor for its work.

23. COMPLIANCE WITH THE LAW

Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified work shall apply to the successful

bidder, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

24. ANTIDISCRIMINATION

Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by Contractor because of race, color, religion, national origin, age or sex.

25. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

26. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

27. DISPOSAL OF WASTE AND CLEANUP

The contractor is responsible for proper disposal of all packaging, excess materials and waste generated during the course of performing work under this contract. The contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CITY:

CONTRACTOR:

CITY OF BRENTWOOD, TENNESSEE

By: _____

By: _____

Rhea Little, Mayor

Date: _____

Pursuant to Resolution 20_- _____

Printed Name: _____

Approved as to form and legality:

Title: _____

City Attorney

Proposal

For

City of Brentwood

Maintenance Barn at Smith Park



Stubblefield Construction LLC

2851 Waywood Dr, Murfreesboro, TN 37128 * 615-335-6104 * chris@stubbconstruction.com

License #68608

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23. Signed copy of the Iran Divestment Certification
24. Signed and notarized copy of Affidavit of Non-Collusion (Page One)
25. Signed and notarized copy of Affidavit of Non-Collusion (Page Two)

Cover Page

To the Project Review Committee:

Stubblefield Construction would like to take this opportunity to thank the City of Brentwood for allowing us to submit a bid for the Maintenance Barn replacement at Smith Park. We have custom designed a traditional farmhouse style barn using modern materials for the project. We look forward to working together to make this project a success. Full size blueprints are available on the media submittal.

Christopher Stubblefield

Managing Member

Stubblefield Construction LLC

Qualifications Proclamation

Stubblefield Construction LLC is a general contractor licensed in the State of Tennessee and headquartered in Murfreesboro. We have been in business since May of 2007. The area of qualification pertaining to this project is BC-b(sm). Our project limit \$1,500,000. Attached is a copy of our insurance and builder's risk certification.



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



STUBBLEFIELD CONSTRUCTION, LLC

354051

ID NUMBER: 68608
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2021

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn:CHRISTOPHER STUBBLEFIELD
STUBBLEFIELD CONSTRUCTION, LLC
2851 Waywood Dr
MURFREESBORO, TN 37128

11543082
354051

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

STUBBLEFIELD CONSTRUCTION, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 68608
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2021
\$600,000.00; BC-A; BC-b(sm); HRA



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Montgomery & Associates Ins 1730 General George Patton Dr. Ste. 212 Brentwood TN 37027		CONTACT NAME: Jeremy Klein PHONE (A/C, No, Ext): (615) 829-8457 FAX (A/C, No): E-MAIL ADDRESS: jeremy@montgomeryassociatesllc.com	
INSURED Stubblefield Construction LLC 2851 Waywood Dr Murfreesboro TN 37128-7689		INSURER(S) AFFORDING COVERAGE INSURER A: DONEGAL MUTUAL INS CO INSURER B: SOUTHERN INS CO OF VA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13692 26867	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP8973764	01/19/2020	01/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PD Only Ded Per Claim \$ 250
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAS8973764	01/19/2020	01/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXS8973764	01/19/2020	01/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Equipment			CPP8973764	01/19/2020	01/19/2021	Leased and Rented Eqpt \$ 25,000 Deductible \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter Akaraborworn
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Zurich Programs

Builders Risk and Installation



Primary Builders Risk Coverages	Deductible	Total Limits	Premium
Coverage Limit at Any One Building or Structure	\$1,000	\$225,000	
All Covered Property at all Locations	\$1,000	\$225,000	\$540
Additional Coverages:			
Back-up or Overflow of Sewer, Drains or Sumps	None	\$25,000	\$0
Claim Preparation Expense	None	\$10,000	\$0
Contract Penalties	None	\$25,000	\$0
Debris Removal	None	\$50,000	\$0
Fire Department Service Charge	None	\$25,000	\$0
Ordinance or law	\$1,000	\$225,000	
Loss to the undamaged portion of the building	\$1,000	Included	
Demolition cost	\$1,000	\$225,000	
Increased cost of construction	\$1,000	\$225,000	
Combined Aggregate for Demolition Cost and Increased Cost of Construction	\$1,000	\$225,000	\$0
Pollutant Clean-Up and Removal	None	\$25,000	\$0
Rewards	None	\$25,000	\$0
Re-erection of Scaffolding	None	\$25,000	\$0
Scaffolding, Construction Forms and Temporary Structures	None	\$50,000	\$0
Property at a Temporary Storage Location	\$1,000	\$25,000	\$0
Property in Transit	\$1,000	\$25,000	\$0
Valuable Papers and Records	None	\$50,000	\$0
Coverage Extensions	Deductible	Total Limits	Premium
Profit		If included	

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Experience

Stubblefield Construction LLC has been in business since May of 2007. We are State licensed contractors in Tennessee and Florida. Our primary business is the design/build of custom houses and steel commercial/municipal structures. Also, we subcontract specialty security construction and access control work across the Southeast and Midwest U.S.

Our company is licensed and owned by Christopher Stubblefield. Mr. Stubblefield has over 30 years' experience in the construction of structures and specialty construction. He holds professional licenses from both Tennessee and Florida. For five years, he served as an inspector for the TN Board for Licensing Contractors. Mr. Stubblefield is the primary designer and project manager for our company. All construction takes place under his direction.

Previous Work

1. Murray Residence – Completed December 2019 – 4257 Gourley Rd,
Pegram, TN
2. Burgess Residence – Completed June 2019 – 7312 Stirrup LN, Fairview, TN
3. Williams Residence – Completed February 2019 – 1654 Center Star Rd,
Columbia, TN
4. Ostafin Residence – Completed November 2018 – 8008 Rose Ln, Fairview,
TN

References

1. Judy Murray – 4257 Gourley Rd, Pegram, TN – 443-622-7777
2. Tim Williams – 1654 Center Star Rd, Columbia, TN – 615-260-9853
3. Tony Kosinski - 1300 Stovall LN, Mt Juliet TN – 615-533-7588

Pricing

The guaranteed maximum price with all options will not exceed \$225,000.00. We offer the current designed and blueprinted structure at a price of \$211,000. One ADA compliant handicap bathroom may be added for an additional \$14,000.

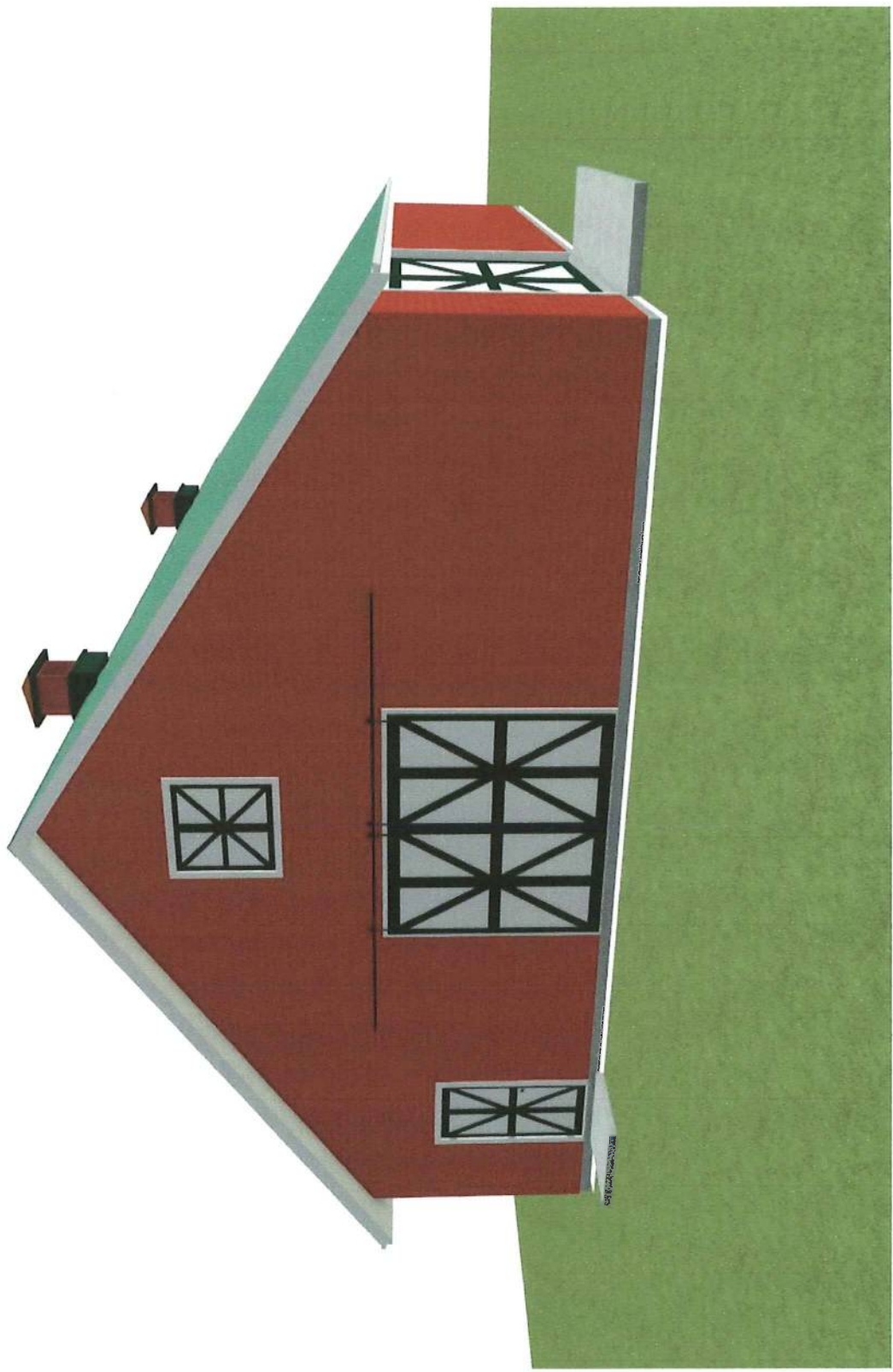
Alternate #1, removal and disposal of the old barn, can be added for an additional \$14,000.00 above the guaranteed maximum price.

Design

We have designed a 2400 square foot, site built, wood structure with 10' walls. It will sit on a 6" fiber reinforced concrete slab with mesh. The exterior siding will be painted fiber cement lap board (hardi type siding). The roof will be metal standing seam and has two cupolas. We have included three custom painted doors. One steel man door, one roll-up garage door, and one large sliding double door which can be operable or purely decorative. All colors to be chosen by City of Brentwood. There are no windows.

The interior of the structure walls and ceiling will have open cell, spray foam insulation. The bottom 8' of the walls will be covered in 3/4" plywood for durability. There will be no drywall/ceiling on the rafters. Instead, lights will mount to the bottom of the rafters and the structure will be "open to the roof". Attic stairs and 160' of plywood are included to increase storage area above the rafters. Electrical plugs are available on all walls. An ADA compliant bathroom can be added.

12



SHEET: 1

SHEET: 1

SCALE:

DATE: 3/8/2020

DATE: 3/8/2020

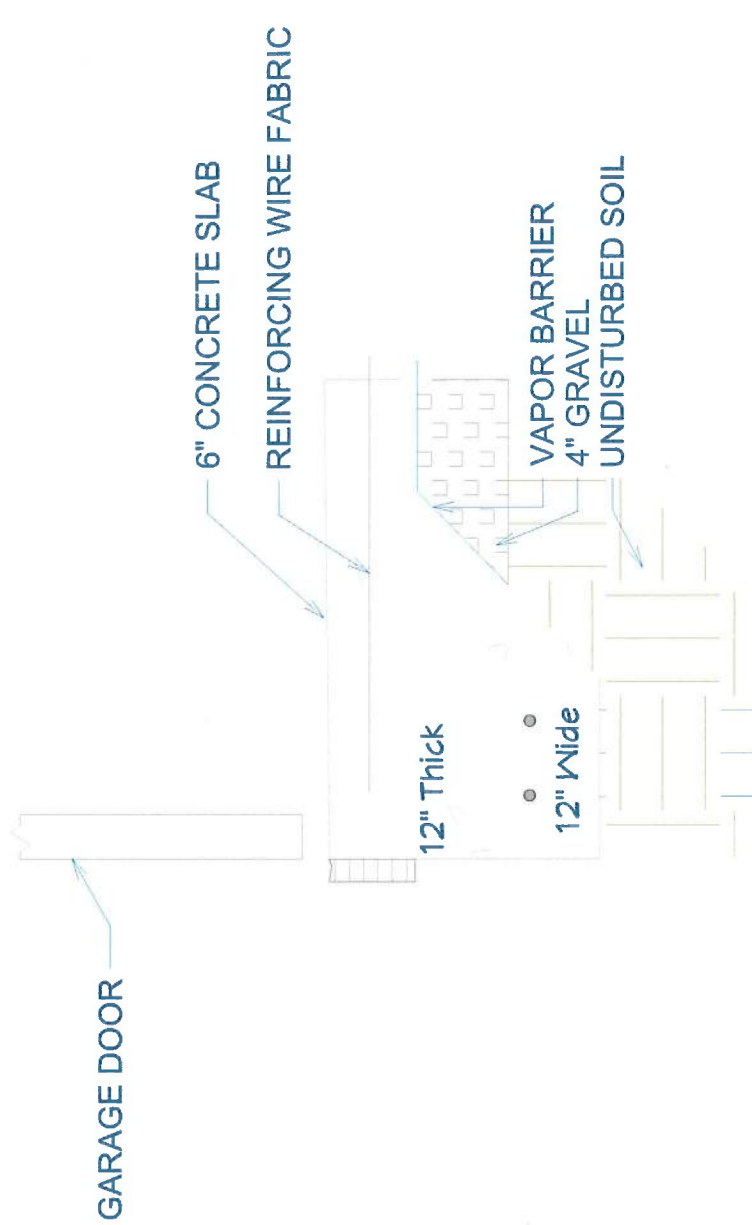
DRAWINGS PROVIDED BY:
Stubbsfield Construction LLC
2851 Waywood Dr.
Murfreesboro, TN, 37128
615-335-6104

Maintenance Barn
For
Smith Park

Owner:
City of Brentwood

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

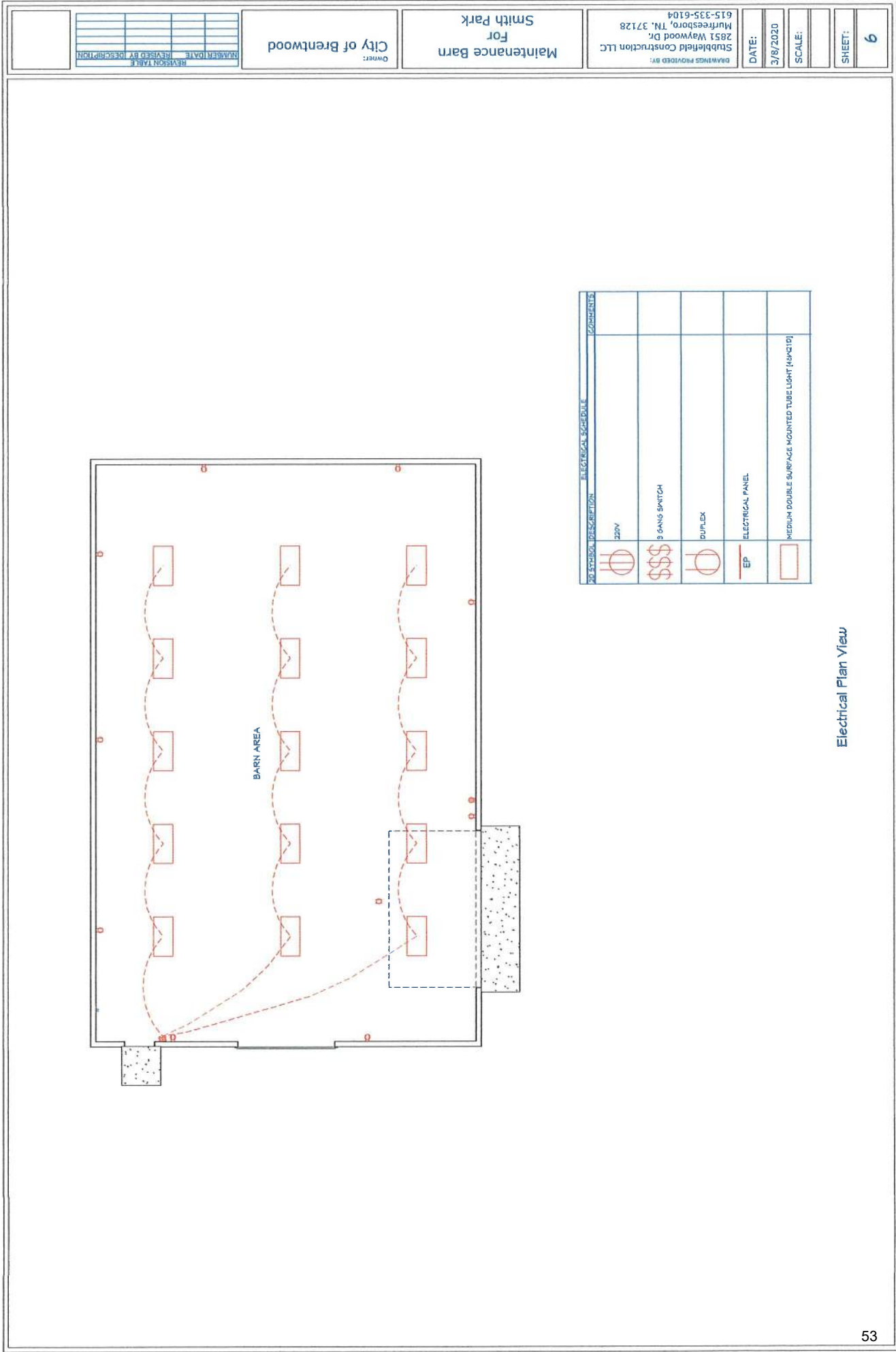




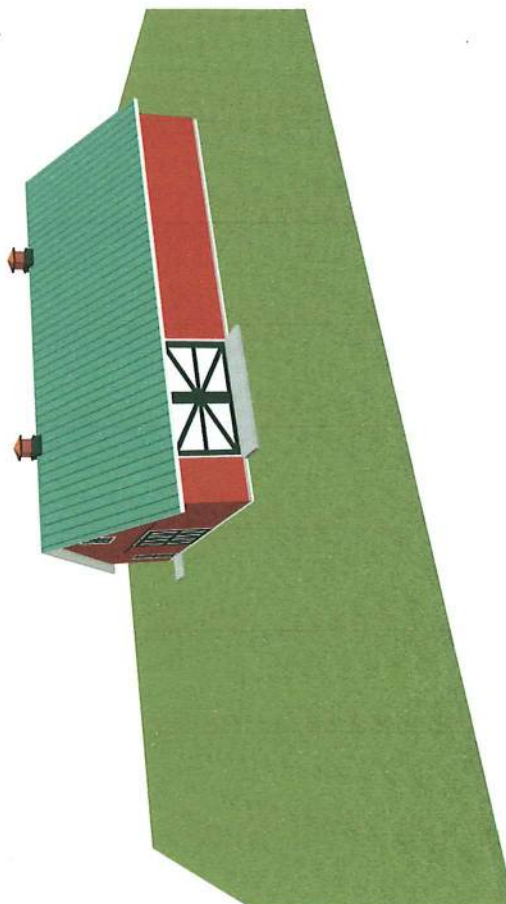
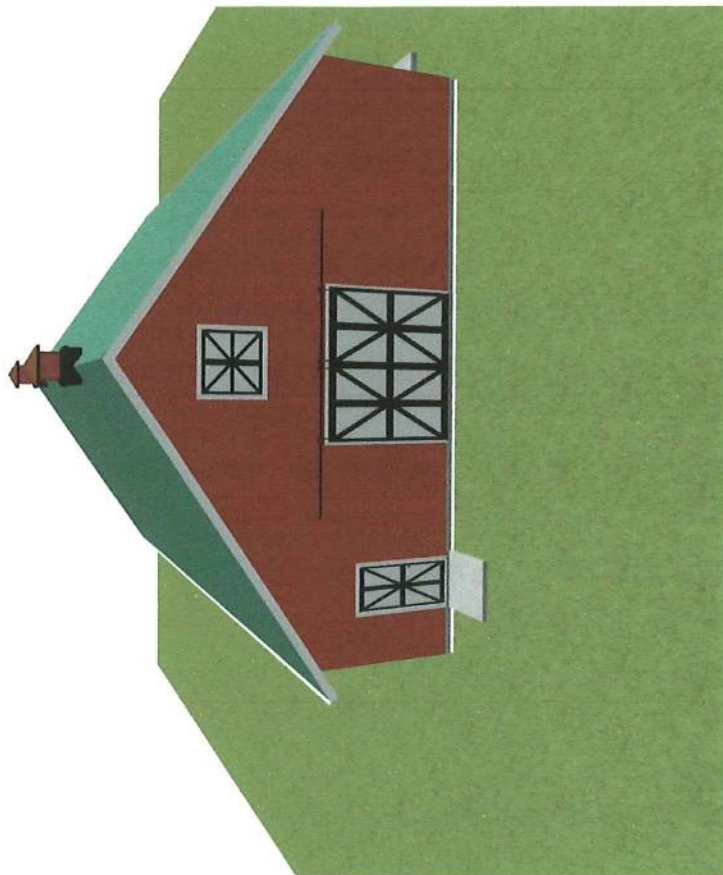
6" Turned Down Slab Foundation

REVISION TABLE NUMBER DATE REVISION BY DESCRIPTION	Owner: City of Brentwood	Drawings Provided By: Stubblefield Construction LLC 2851 Waywood Dr. Murfreesboro, TN, 37128 615-335-6104	DATE:	3/8/2020
			SCALE:	
			SHEET:	5

16



Electrical Plan View



Camera 11

6640 Carothers Pkwy
Suite 160
Franklin TN 37067



March 5, 2020

City of Brentwood
P.O. Box 788
Brentwood, Tennessee 37024

RE: Stubblefield Construction, LLC

To Whom It May Concern:

We are pleased to recommend Stubblefield Construction, LLC as a bidder on your project. Stubblefield Construction, LLC is a valued client of Aegis Security Insurance Company. The agent for this client is Insurance Group of America, LLC located at 6640 Carothers Parkway, Suite 160, Franklin, Williamson County, Tennessee 37067, Telephone 615.905.1688.

Stubblefield Construction, LLC enjoys a reputation for excellence and the commitment to perform precisely within the terms of contractual agreements. The firm is financially strong and technically qualified to complete any work it entertains. We have never been called upon to complete a project on behalf of this contractor, nor have we received any complaints from owners or subcontractors.

We would favorably consider providing a bond in the \$400,000 range for single projects. This would be subject to confirmation of financing, a favorable review of the contract documents and bond forms, and a favorable review of other underwriting information at the time of the request.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a letter of recommendation requested from us by our client. You understand, of course, that any arrangement for the final bonds is a matter between the contractor and the surety and the surety assumes no liability to third parties or to you, if due to any unforeseen circumstances, they do not execute such bonds.

Should you require further elaboration within the context of non-confidential information, please do not hesitate to contact us.

Best regards,

A handwritten signature in blue ink, appearing to read 'Pamela D. Puskarich'.

Pamela D. Puskarich
Surety Account Executive

Warranty

We warranty this project against any defects in materials, quality, or workmanship for a period of one year after completion.

Work Schedule

We can begin work on the project within 14 days of notice. We are available to begin in May or June of 2020. We can complete the project within 120 days. An additional 20 days are requested if Alternate #1 is selected.

submitting any requests for clarifications in writing will be March 30, 2020 and the city will issue any needed addenda by April 1, 2020. Addenda will be posted on the City's website www.brentwood-tn.org/currentbids

10. CONTRACT APPROVAL

The intent to award will not be official the RFP has been endorsed by the Brentwood Park Board and the designs for the barn have been approved by the city's planning department & building inspector as necessary.

Upon approval of the Committee's selection, the City and the selected contractor will negotiate a final contract substantially similar to that in Attachment E to this RFP, which shall be reviewed and approved by the City Commission in late May 2020.

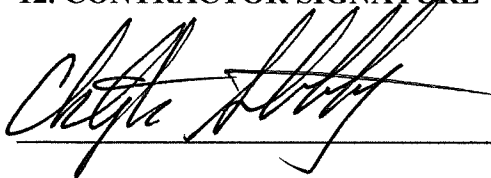
Any such contract shall not be valid, effective or binding until reviewed and recommended by the City Attorney and signed by the Mayor. Payment schedule, exact amount of the required performance and payment bonds will be determined by the City and the selected contractor during the contract approval phase of the project. The City anticipates that the payment schedule will be a series of payments based on progress of construction.

11. TERMS AND CONDITIONS

The City of Brentwood is grateful for the opportunity to publish this RFP and looks forward to reviewing all of the proposals for the new restroom facilities.

By signing below, the submitting contractor and/or firm acknowledges the above requirements and deadlines for this Request for Proposals and its non-binding nature and confirms that all information provided in any submitted proposal is true and accurate to the best of their knowledge and that any misinformation will because for the submitted proposal to be denied review.

12. CONTRACTOR SIGNATURE



Date: 4-5-2020

ATTACHMENT C

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.


Signature

4-5-2020
Date

Christopher Stubblefield Managing Member
Printed Name Title

Stubblefield Construction LLC
Name of Firm/Company

ATTACHMENT D

Affidavit of Non-Collusion a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of Tennessee)

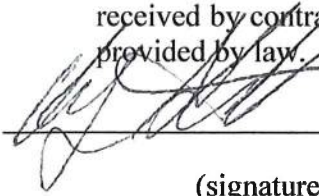
) SS

County of Rutherford)

Affiant, Christopher Stubblefield, deposes and makes oath that: (printed name of person signing Affidavit)

1. He or she is the owner/managing member of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) Stubblefield Construction, LLC (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds

received by contractor to be returned in full to the City, in addition to any other penalties provided by law.



(signature of Affiant)

Managing Member

(title of Affiant)

Sworn and subscribed to before me this 6TH day of
April, 2020

____ My Commission Expires: 12/20/2020



Donna Carol Jacobo
04/06/20

Pricing

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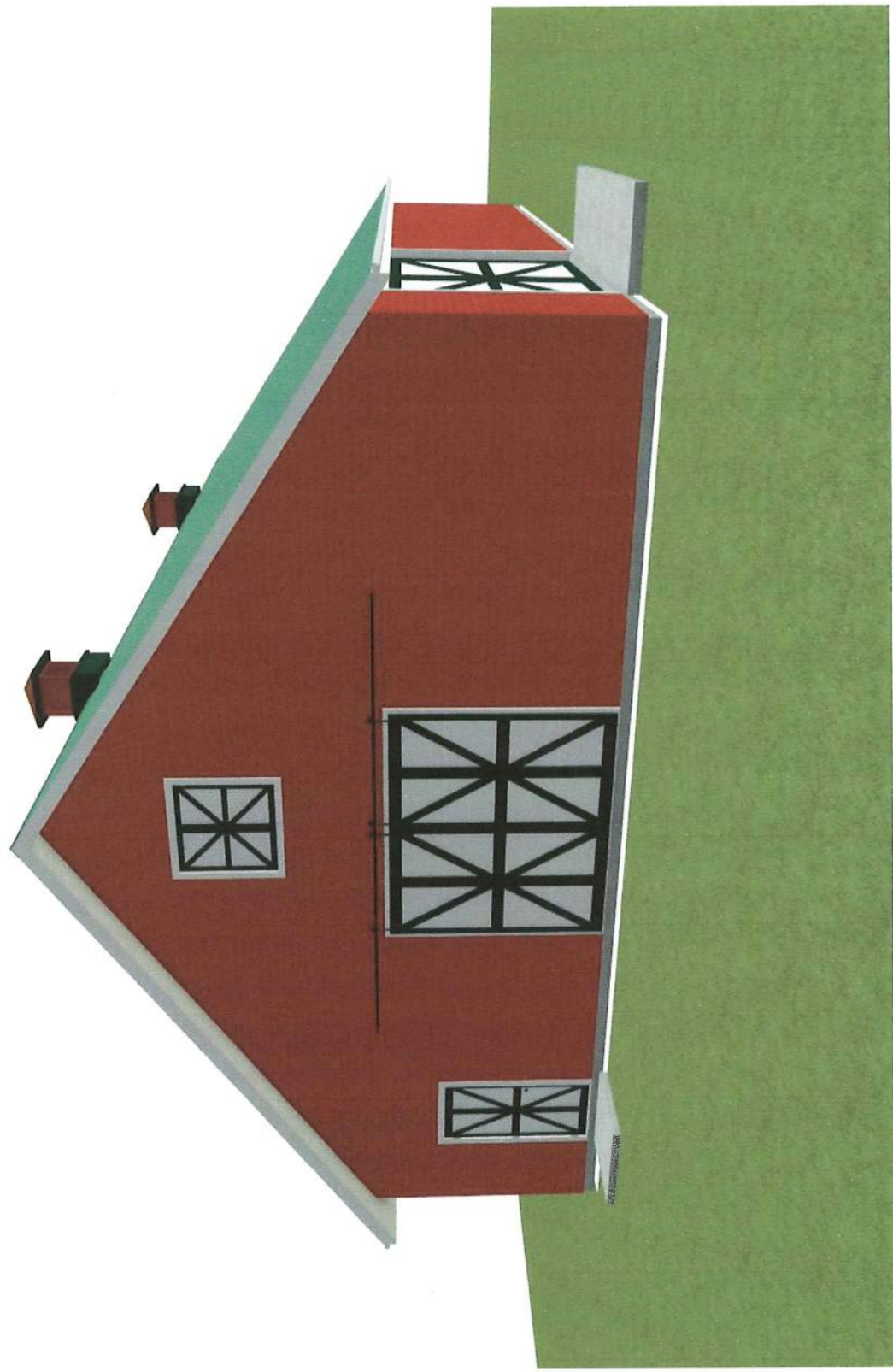
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12



SHEET:
1

SCALE:

DATE:
3/8/2020

DRAWINGS PROVIDED BY:
Stubblefield Construction LLC
2851 Waywood Dr.
Murfreesboro, TN, 37128
615-335-6104

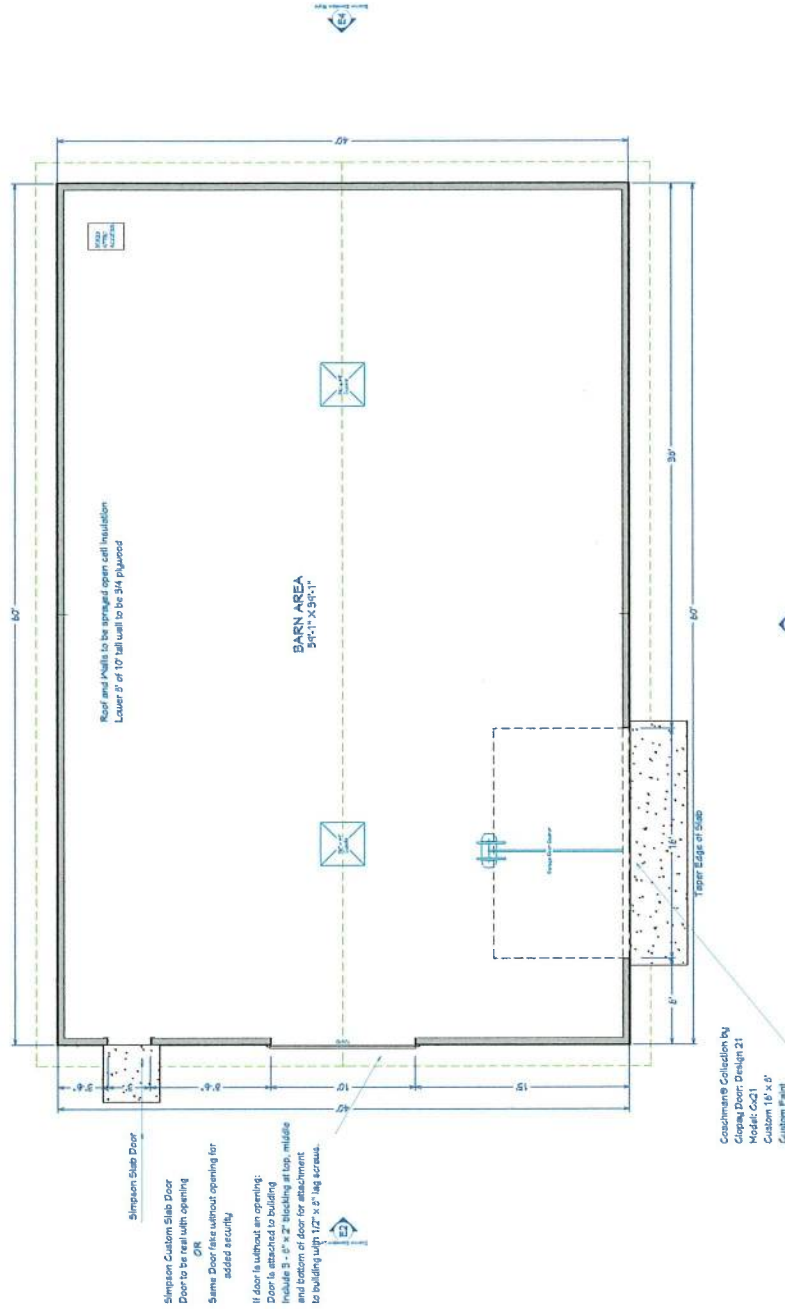
Maintenance Barn
For
Smith Park

Owner:
City of Brentwood

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

Material Notes:

1. Roof to be 16" standing seam metal color Hunter Green
2. Siding: Primed wood grained fiber cement board; painted SW6871 Positive Red



Floor Plan 2400 Sq Feet

Owner: City of Brentwood

Maintenance Barn
For
Smith Park

Drawings provided by:
Subblefield Construction LLC
2851 Waywood Dr.
Murfreesboro, TN, 37128
615-335-6104

DATE:

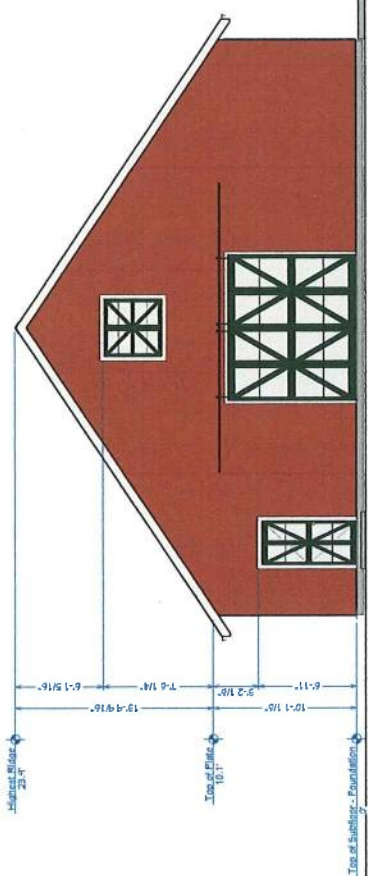
3/8/2020

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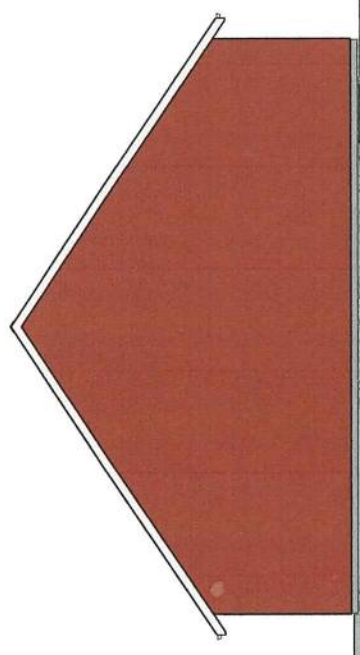
SHEET:

2

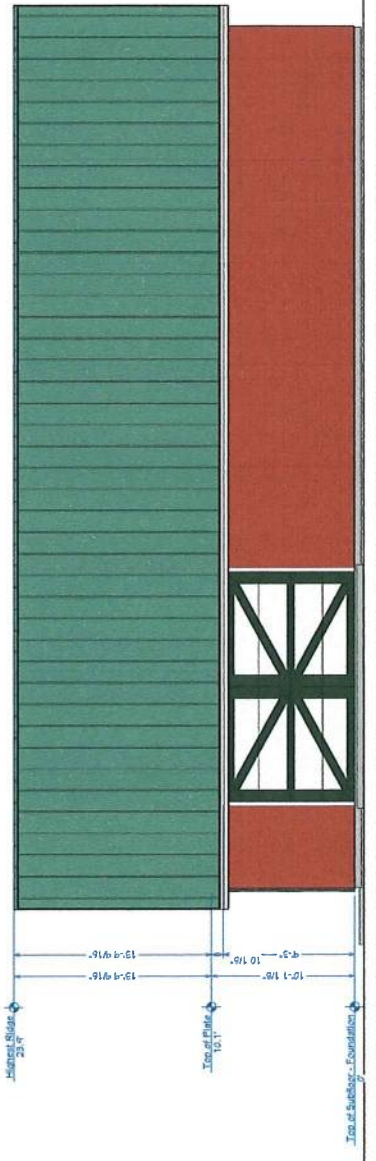
REVISION TABLE	REVISION BY	REVISION DATE



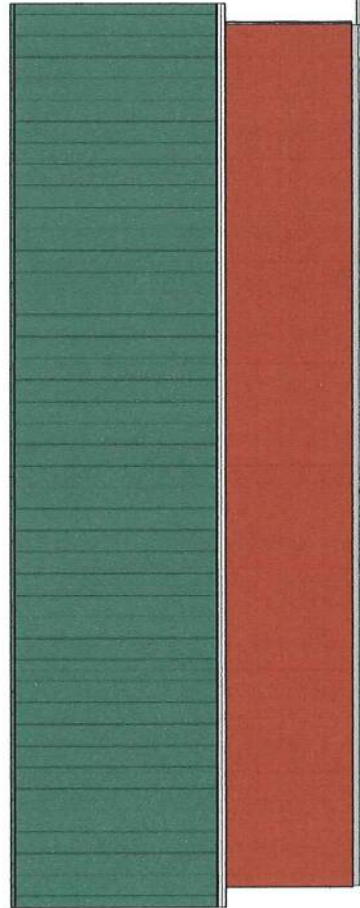
Exterior Elevation Left



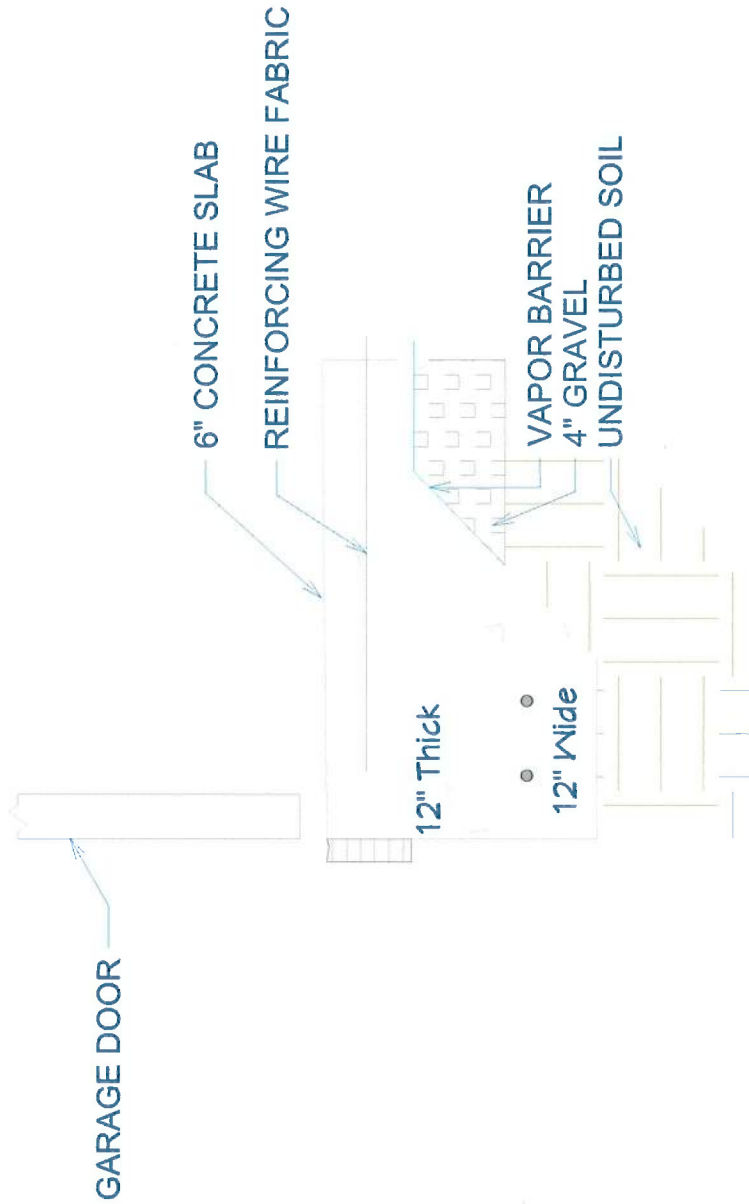
Exterior Elevation Right



Exterior Elevation Front








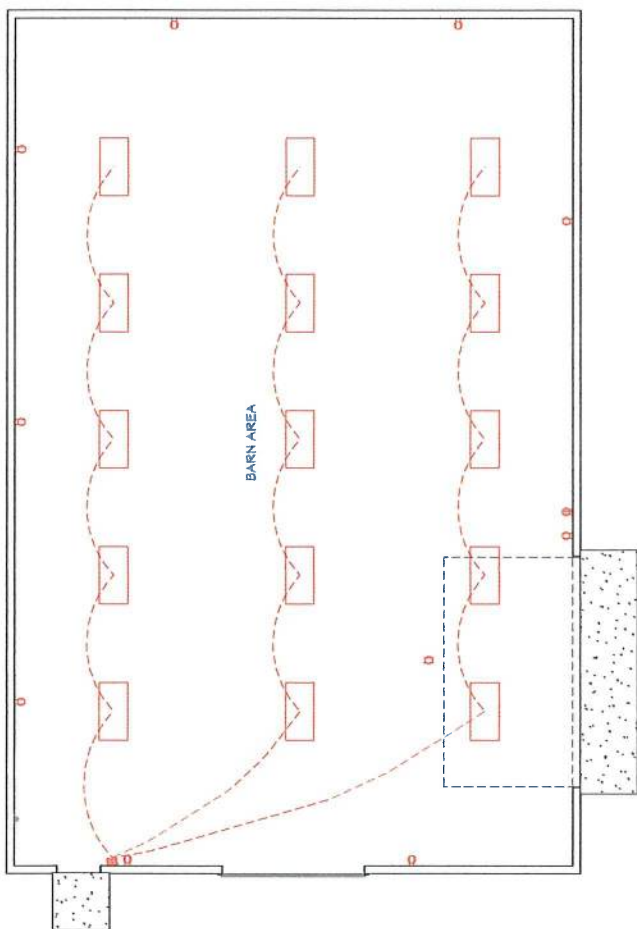
Exterior Elevation Back



6" Turned Down Slab Foundation

Electrical Plan View

SYMBOL DESCRIPTION	ELECTRICAL SCHEDULE	COMMENTS
	220V	
	3 GANG SWITCH	
	DUPLEX	
	ELECTRICAL PANEL	
	MEDIUM DOUBLE SURFACE MOUNTED TUBE LIGHT (44W/120V)	



615-335-6104
Stubblefield Construction LLC
2851 Waywood Dr.
Murfreesboro, TN, 37128

DATE:
3/8/2020

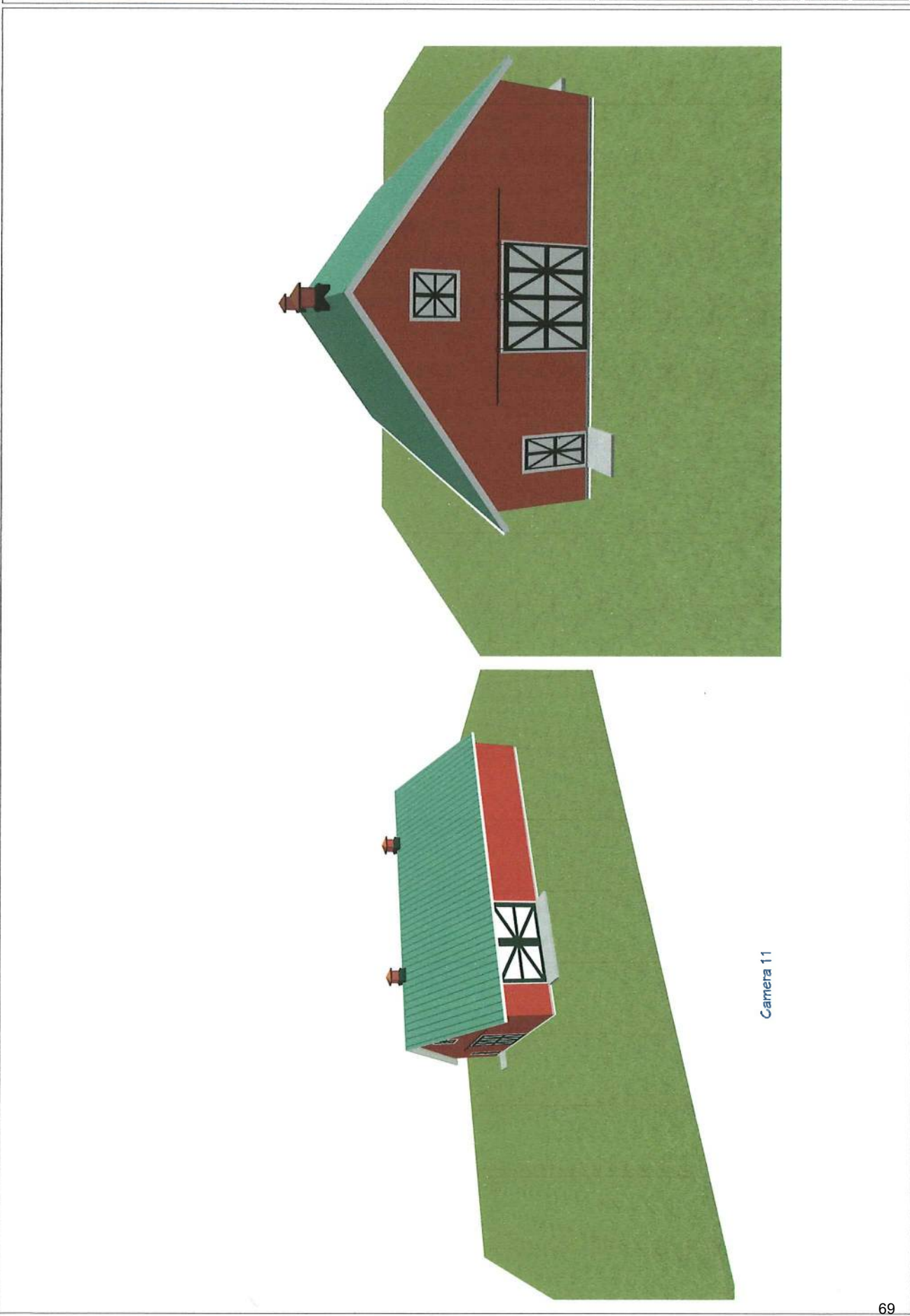
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SHEET:
6

Owner:
City of Brentwood

Maintenance Barn
For
Smith Park

REVISION TABLE		
NO.	DATE	REVISION



Camera 11

STATEMENT COLLECTION™

Make your next home stand out with our *Statement Collection™* products. Carefully curated by our design experts specifically for your market, the collection brings together the most popular James Hardie ColorPlus® siding and trim styles, textures, and colors. This stunning selection is locally stocked and designed for simplicity - making it easier than ever to get a beautiful, long-lasting home exterior.

ColorPlus® Technology

Plank, Panel, Shingle and Batten Color Offering



ARCTIC WHITE



COBBLE STONE



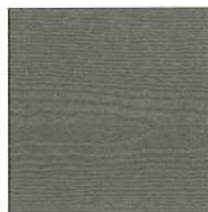
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KHAKI BROWN



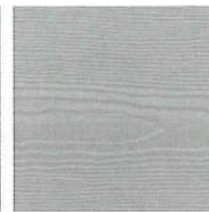
MONTEREY TAUPE



TIMBER BARK



LIGHT MIST



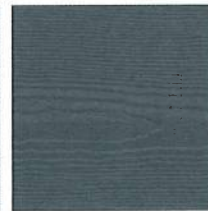
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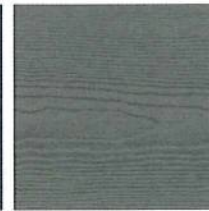
GRAY SLATE



BOOTHBAY BLUE



EVENING BLUE



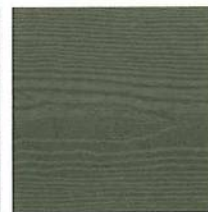
AGED PEWTER



NIGHT GRAY



IRON GRAY

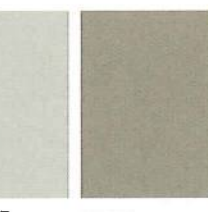


MOUNTAIN SAGE

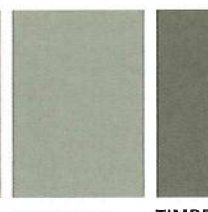
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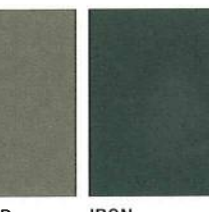
ARCTIC
WHITE



COBBLE
STONE



KHAKI
BROWN



MONTEREY
TAUPE



TIMBER
BARK

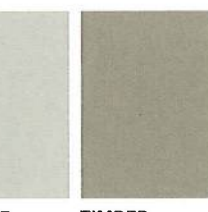


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GRAY

Soffit Color Offering



ARCTIC
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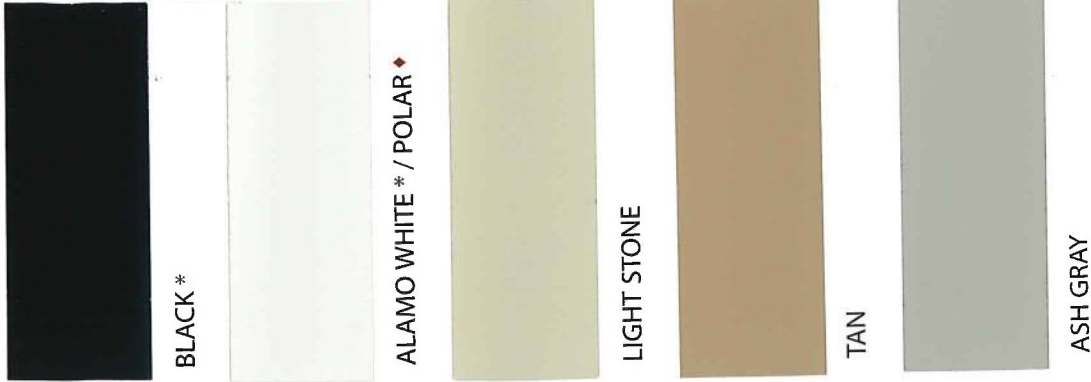


COBBLE
STONE



TIMBER
BARK

Colors shown are as accurate as printing methods will permit. Please see actual product sample for true color.

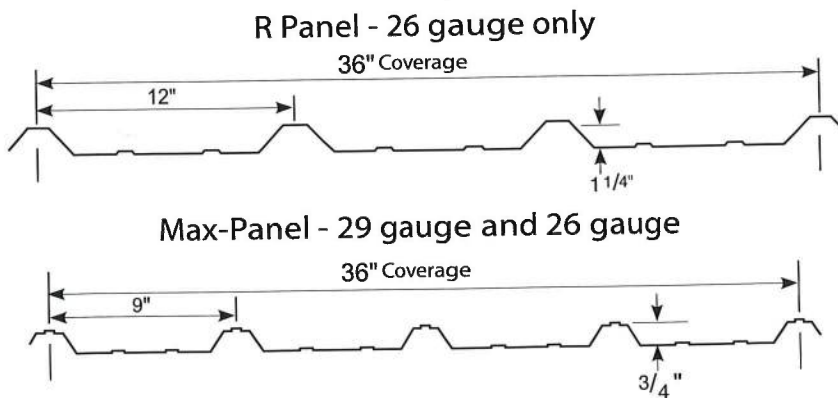


www.MetalMax.com

All Colors Available with a
40 Year Limited Paint Warranty

* Available in 29 gauge only

♦ Available in 26 gauge only

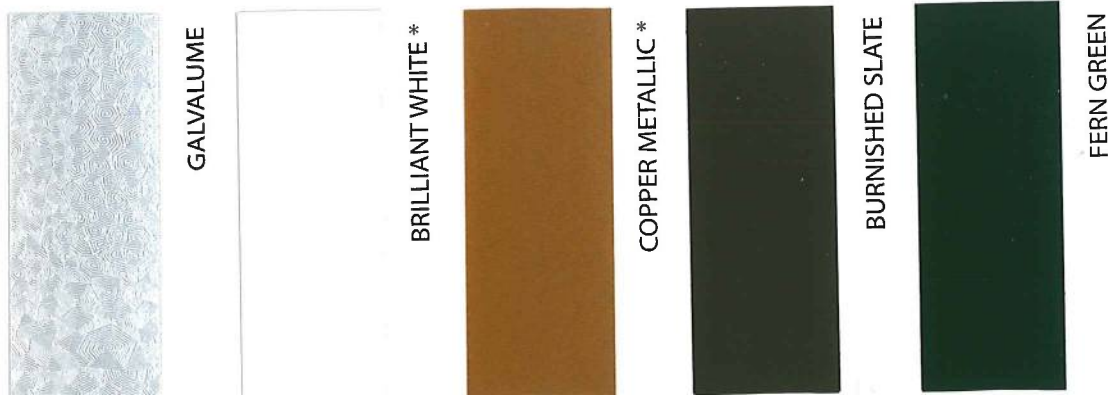


PROUDLY FINISHED WITH
SHERWIN-WILLIAMS
Coil Coatings

WeatherXL™



Colors may vary slightly from samples





Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-40 - Approval of Amendment to Agreement with Tyler Technologies, Inc. for eCitation licensing

Submitted by: Richard Hickey, Police

Department: Police

Information

Subject

Resolution 2020-40 - Approval of Amendment to Agreement with Tyler Technologies, Inc. for eCitation licensing.

Background

The Police Department requests City Commission approval of an amended agreement with Tyler Technologies for eCitation licensing and hosting fees. This amendment would modify the existing agreement with Tyler for licensing fees.

In 2014, the Police Department purchased new Records Management, Mobile, and eCitation software from Tyler/Brazos. As part of the original agreement, a total of 20 handheld ticketing devices and associated software licenses were purchased. At the time, the handheld devices were shared by officers, which resulted in additional wear and tear on the hardware. Since the original purchase, two of the devices were lost and/or damaged, which resulted in PD reducing the total number of licenses and associated fees to 18.

In 2019, Police Department purchased new devices for each patrol officer. A total of 47 new devices and 29 new licenses were added. This purchase replaced the original 18 handhelds and added 29 additional devices. The original pricing for licensing fees remained unchanged on the original 18 devices. PD staff was able to negotiate a lower fee for the additional 29 licenses purchased in 2019.

Since the new devices were added, staff has been working with Tyler to incorporate all 47 licenses and hosting fees on one invoice and one fee schedule. The original 18 licenses are currently priced at \$409.36 annually per license and the 29 new licenses are priced at \$168.00. The amendment reflects an annual cost for all 47 licenses of \$173.04 plus hosting fees of \$57.68. After the price adjustment included in the amendment the total cost to the City for annual licensing fees will be reduced from \$12,240.48 to \$8,132.88 and the hosting fee remains unchanged at \$57.68. This reduction will result in \$4,106.60 in annual savings and will eliminate separate invoices for licensing fees.

Please contact the Chief of Police with questions.

Staff Recommendation

Staff recommends approval of the amended agreement with Tyler Technologies.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

This reduction will result in \$4,106.60 in annual savings.

Attachments

Resolution 2020-40

Contract No. 2020-049

Original Tyler Agreement

RESOLUTION 2020-40

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TYLER TECHNOLOGIES, INC. FOR ECITATION LICENSING, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and Tyler Technologies, Inc. for eCitation licensing, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



AMENDMENT
COB Contract #: 2020-049

This amendment ("Amendment") is made this _____ day of _____, 2020 by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Brentwood, with offices at 5211 Maryland Way, Brentwood, Tennessee ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 28, 2014 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Changing eCitation Maintenance and Hosting Price. As of June 30, 2019, for the term July 1, 2019 through June 30, 2020, the maintenance and hosting cost for all of Client's 47 licenses for Brazos eCitation shall be \$230.72 per license (\$173.04 for maintenance, \$57.68 for hosting). A new invoice reflecting this pricing for all Brazos eCitation licenses shall be issued upon execution of this Amendment. For subsequent terms, the per license cost is subject to annual increase in accordance with the Agreement.
2. Changes to Outstanding Invoices. In recognition of the changes to the eCitation pricing set forth above, certain outstanding invoices shall be changed as follows:
 - a. Invoice 130-6792, dated June 1, 2019, is hereby reduced by \$7,368.48.
 - b. Invoice 130-7612, dated June 30, 2019, is hereby voided in its entirety.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Brentwood

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Sr. Corporate Attorney

Title: _____

Date: 5/4/2020

Date: _____


RESOLUTION 2014-53

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TYLER TECHNOLOGIES, INC. FOR POLICE RECORDS MANAGEMENT AND COURT SOFTWARE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

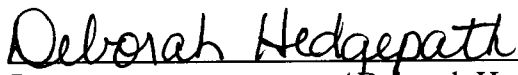
BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

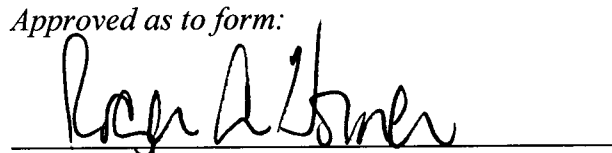
SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Tyler Technologies, Inc. for Police records management and court software, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.


MAYOR Betsy S. Crossley

ADOPTED: 7/28/2014


RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

CLIENT COPY



AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2014 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and City of Brentwood, with offices at 5211 Maryland Way, Brentwood, Tennessee ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install and implement the products and services set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

1. SOFTWARE LICENSE AGREEMENT

1.1. License Grant.

- 1.1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- 1.1.2. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- 1.1.3. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- 1.1.4. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.1.5. Client acknowledges and agrees that the Tyler Software Products and Documentation

are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.

1.1.6. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

1.1.7. Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.

1.1.8. Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

1.2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

1.3. Intellectual Property Infringement Indemnification.

1.3.1. Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

1.3.2. Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- a. Promptly notifies Tyler in writing of any such claim;
- b. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

- c. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- 1.3.3. Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
- a. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - b. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
 - c. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - d. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - e. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
 - f. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
- 1.3.4. Remedy.
- a. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - b. Procure for Client the right to continue using the infringing Tyler Software Products; or
 - c. Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
 - d. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

2. PROFESSIONAL SERVICES AGREEMENT

- 2.1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services. Tyler will provide the services on the schedule, and according to the terms and conditions, set forth in the parties' Statement of Work ("SOW"), set forth at Exhibit 3. In addition to the terms and conditions in the SOW, the following terms and conditions shall apply.
- 2.2. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.
- 2.3. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.
- 2.4. Additional Services.
 - 2.4.1. The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section 2.2.
 - 2.4.2. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

3. MAINTENANCE AGREEMENT

- 3.1. Maintenance Services. This Maintenance Agreement is effective one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The Investment Summary contains a schedule of fee increases for five (5) years. Fees for subsequent years are subject to change.
- 3.2. Maintenance Services Terms, Conditions, Limitations and Exclusions.
 - 3.2.1. For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with

Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

3.2.2. For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

3.2.3. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

3.3. Client Responsibilities.

3.3.1. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

3.3.2. Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program, which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

3.4. Support Terms for Clients Not Participating in Annual Maintenance Agreement. The Software License Agreement includes ninety (90) days free maintenance. If Client elects not to participate in the Annual Software Maintenance Agreement, Client shall receive support on a Time and Materials basis following ninety (90) days after the Tyler Software is verified in

accordance with the following terms.

3.4.1. Such Clients:

- a. will receive the lowest priority for Software Support,
- b. will be required to purchase new releases of the Software. New releases will include fixes, enhancements, and updates, such as Tax Tables, W/2 reporting formats, 1099 changes, etc.,
- c. will be charged \$175 per hour with a two-hour minimum for all software support calls,
- d. will not be granted access to Tyler's software support web-site,
- e. are subject to higher rates for training and continuing education performed by Tyler employees. This is due to the fact that the Client may not be utilizing the most current version of our software.

3.4.2. Tyler will not guarantee a program fix to a documented bug for software versions that are not the currently released version. If a Client decides to discontinue the Software Maintenance Agreement and later chooses to reinstate the Software Maintenance Agreement, the Client will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the Client discontinued the Software Maintenance Agreement.

4. THIRD PARTY PRODUCT AGREEMENT

4.1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

4.2. Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").

4.3. Third Party Software Maintenance. In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.

4.3.1. In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.

4.3.2. In the event the Developer charges a fee for future Third Party Software release(s),

Client shall be required to pay such fee.

5. GENERAL TERMS AND CONDITIONS

- 5.1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Paragraph 5.21. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.
- 5.2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
- 5.2.1. Force Majeure will not be allowed unless:
- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
 - b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
- 5.2.2. Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
- 5.2.3. In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5.3. Indemnification.

5.3.1. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

5.3.2. To the extent allowed by applicable law, Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5.4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5.5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

5.6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

5.6.1. The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

5.6.2. In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights

and remedies under this Agreement within a court of competent jurisdiction.

- 5.6.3. Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.
- 5.7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 5.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
- 5.9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 5.10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
- 5.11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- 5.12. Termination.
- 5.12.1. Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
- 5.12.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.
- 5.13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

- 5.14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
- 5.15. 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. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years.
- 5.15.1. This obligation of confidentiality will not apply to information that:
- a. At the time of the disclosure is in the public domain;
 - b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 - c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
 - d. A party receives from a third party who has a right to disclose it to that party; or
 - e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law, provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
- 5.16. Shipping. Delivery shall be F.O.B. shipping point.
- 5.17. Payment Terms.
- 5.17.1. Tyler shall invoice Client \$26,325.00 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- 5.17.2. Tyler shall invoice Client \$63,180.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- 5.17.3. Tyler shall invoice Client the Third Party Software license fees of \$42,755.00 and the year 1 Third Party Software maintenance fees of \$8,000.00 upon delivery of such Third Party Software.
- 5.17.4. Tyler shall invoice Client the Total System Software fees of \$2,235.00 upon delivery of such Total System Software.

- 5.17.5. Tyler shall invoice Client the Hardware fees of \$18,771.00 and the year 1 Hardware maintenance fees of \$513.00 upon delivery of such Hardware.
- 5.17.6. Tyler shall invoice Client \$15,795.00 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- 5.17.7. Tyler shall invoice Client fees for services, plus expenses, if and as provided/incurred.
- 5.17.8. Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- 5.17.9. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- 5.17.10. Payment is due within thirty (30) days of the invoice date. If payment is not made within thirty (30) days of the invoice date, a one and one half percent (1.5%) per month interest charge shall be assessed until date of payment.
- 5.17.11. Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees are subject to change and will be due on the anniversary of such date.
- 5.18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
- Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
- ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating
- 5.19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 5.20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of

which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

5.21. Notices.

5.21.1. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- a. Actually received,
- b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- c. Upon receipt by sender of proof of email delivery, or
- d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

5.21.2. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

City of Brentwood	Tyler Technologies, Inc.
5211 Maryland Way	5519 53 rd Street
Brentwood, TN	Lubbock, TX 79414
Attention: Chief of Police	Attention: Contract Specialist

5.22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

5.23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

5.24. The following documents are incorporated by reference. In any conflict as to terms, the order of precedence shall be (i) this Agreement, then (ii) the following in descending order as listed:

- a. The Investment Summary
- b. The Statement of Work
- c. The travel policy

- d. Internet Based Products Subscription Agreement
- e. Tyler's proposal in response to Client's RFP
- f. Client's RFP

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

City of Brentwood

By: Betsy S. Crossley
Name: Betsy S. Crossley
Title: Mayor
Date: 7/28/2014

Tyler Technologies, Inc.

By: S. Brett Cate
Name: S. Brett Cate
Title: President, L&D
Date: 7/23/14

Investment Summary
 Chief Jeff Hughes
 City of Brentwood



Prepared for:	City of Brentwood	Contract ID # :	2014-0129
Contact Person:	Chief Jeff Hughes	Issue Date:	05/22/14
Address:	5211 Maryland Way Brentwood, TN (615) 371-0160	Sales Rep:	D. Trainor J. Kitsmiller
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	hughesj@brentwood-tn.org		

Product, Service & Equipment	Upon Execution	Upon Delivery	As Agreed Upon	As Progress Occurs	Totals	Annual Fees
Total Hardware / Cash Collections		18,771			18,771	513
Total 3rd Party Software / Hardware Less Discount - Year One Annual Maintenance		42,255			42,255	8,000 (8,000)
Total Hosted (Online) Applications		800			800	1,200
Total Applications Software	35,100	84,240				38,456
License Fees - INCODE Court Case Management Suite			6,023		40,150	
License Fees - INCODE Document Management Suite			4,290		28,600	
License Fees - INCODE Public Safety Suite			10,748		71,650	
Less Discount	(8,775)	(21,060)	(5,265)		(35,100)	
Total System Software	559	2,235	335		2,235	559
Total Professional Services						
Hardware / Cash Collections				1,450	1,450	
3rd Party				12,500	12,500	
Implementation				35,000	35,000	
Project Management & Final Implementation				15,000	15,000	
Data Conversion				30,250	30,250	
Totals	25,884	127,241	16,130	94,200	263,561	40,727

Annual Maintenance Year 1 **	40,727
Brazos Year 1 Maintenance Included in upfront fees	
Annual Maintenance Year 2 **	50,763
Brazos Year 2 Maintenance Added into Annual Maintenance	
Annual Maintenance Year 3 **	53,302
Annual Maintenance Year 4 **	55,967
Annual Maintenance Year 5 **	58,765

** Annual maintenance fees above are based on current scope of work; these fees are subject to change if the current scope of work changes.
 Annual maintenance increase of 6% per year applied to above fees.

Please Note: Travel expenses will be billed as incurred. Estimated travel is \$21,000.

Maintenance Fees will be invoiced upon six (6) months of delivery of software and annually thereafter on the anniversary of that date.

Software Licenses

Chief Jeff Hughes

City of Brentwood

May 22, 2014

Application Software



	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite				40,150	13,000	10,588
Criminal Court Case Management		96	12,000			
Cashiering		8	1,000			
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)		Included	Included			
Incode Content/Document Management Suite				28,600	8,000	7,150
Incode Printing and Reporting Solutions						
Standard Forms Package (4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)		Included	Included			
Output Director						
Output Director (Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)		8	1,000			
Content Management						
Tyler Content Manager Standard Edition (TCM SE) (Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)		56	7,000			
Public Safety Suite				71,650	14,000	20,718
Mobile Applications						
Mobile RMS Client	1	8	1,000			
Mapping						
Mapping		Included	Included			
Public Safety Records						
Base RMS System		80	10,000			
<i>(Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media & Narratives, Calls for Service, Intelligence, Use of Force, Proximity Alerts, Reports - Stat/Summary Analysis)</i>						
System Administration Training		16				
Case Management						
Personnel		16	2,000			
Messaging/Message Board		4	500			
		4	500			
Dashboard and Crime Mapping						
Dashboard and CrimeMapping Annual Fee						3,780
Permits and Registrations						
Sex Offender Registration		4				
Property Room/Evidence Management						
Property Room		4				
Other Interfaces						
Tyler Court Case Management Interface (Citations & Warrants)						
TN Fusion Center		Included	Included			
InterAct Interface		Included	Included			
TITAN Interface		Included	Included			
LiveScan Fingerprint System Interface		Included	Included			
System Software & Network Services				2,235		559
System Software						
System Software			Included			
Professional Services					15,000	
Professional Services						
Final Implementation		40	5,000		5,000	
Project Management			10,000		10,000	
Incode Application Subtotal		304	35,000	140,400	35,000	38,456
System Software Subtotal				2,235		559
Professional Services		40		(35,100)	15,000	
Preferred Customer Discount (25%)						
Application and System Software Total			35,000	107,535	50,000	39,014

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.
Public Safety On-Site Services are based on the following criteria:

Number of RMS Training Sessions:

5

Professional Services

Chief Jeff Hughes
City of Brentwood
May 22, 2014
Conversion Services



	Programming Fee	Hours	Estimated Services	Conversion Fee
Court Applications				10,000
Court Case Management Court - Basic Case Data	8,000	16	2,000	
Public Safety Applications				20,250
Police				
Master Files	7,000	12	1,500	
Addresses				
Name				
Vehicles				
Offense/Incidents				
Property Room				
Arrests	2,500	4	500	
General Information				
Offense Information				
Employer Information				
Contact Information				
Field Interviews	2,500	4	500	
General Information				
Intelligence	2,500	2	250	
General Information				
Transactions				
Vehicle Information				
Traffic/Parking Citations	2,500	4	500	
General Information				
Violations				
Conversion Services Total				30,250



Network Systems and Software	QTY	Price	Maintenance Source
SQL SERVER 2012 ISV RUNTIME LICENSING (for > 52 clients) Microsoft SQL 2012 Per Core Runtime - 2 CORE PACK NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies Applications.	4	6,020	
Trancite Easy Street Draw - Agency (per sworn officer) NOTE: All Trancite licensing is delivered via email Trancite Easy Street Draw CD (req 1 per agency) Easy Street Draw (25-99 Sworn Officers) ***MUST BE PURCHASED FOR EVERY SWORN OFFICER IN AGENCY***	1 47	30 5,405	
OEM Operating System and Terminal Server Licensing (delivered via email) Windows 2012 Remote Desktop Service CAL - MINIMUM of 5 **Citrix XenApp available upon request**	47	4,606	
Property Room Hardware	QTY	Price	Maintenance Source
Zebra GK420T Label Printer	1	600	120 INCODE - 12 mos warranty
Case of Labels - 4"X 2.5" 1000 labels per roll	1	110	
Symbol LS2208 Bar Code Scanner w/ intellistand	1	350	70 INCODE - 12 mos warranty
Hardware & System Software Subtotal		17,121	190
Installation & Configuration - Remote		1,200	
Hardware and System Software Total		17,121	190



Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050	203	INCODE - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	200	40	INCODE - 12 mos warranty
***ALL MEDIA PLUS CASH DRAWERS ARE 5" high, 16" deep, 17" wide				
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	400	80	INCODE - 12 mos warranty
Hardware & System Software Subtotal		1,650	323	
Installation & Configuration of System		250		
Hardware and System Software Total		1,900	323	

Hosted Applications

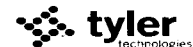
Chief Jeff Hughes
City of Brentwood
May 22, 2014



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
INCODE Court Online Component				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
- Payment packet is created to be imported to Court System				
NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.				
Hosted Applications Total			2,000	1,200

Brazos Technology e-Citations

Chief Jeff Hughes
City of Brentwood
May 22, 2014
Description



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos eCitation Mobile Application Software					
Brazos RDC Software	20	13,000		7,000	Brazos
- Citations					
- Warnings					
- Parking Tickets					
- Field Interviews					
- Stand-alone racial profiling (when not captured via other methods)					
- 1 Year Maintenance and Support					
Brazos Interface to Court or Public Safety	1	N/C		1,000	
**Brazos Technology Interface Only					
Implementation Services			9,000		
- One fee independent of number of devices					
- Customized Screen and Print Layouts (from an existing layout)					
- Creation of Web report that is exactly like defendant citations					
- Customization of Offenses (includes additional information)					
- Import of Officer Information					
- Import of Location Information (if applicable)					
- Implementation of Bluetooth communication between mobile device and printer					
- Installation of all software at customer site					
- Customization of additional reports					
Training			3,500		
- Two (2) days of officer/employee training					
- One (1) day of administrator training					
- Includes classroom and OJT training					
- Maximum Group Size = 12					
- All documentation					
Brazos Mobile Hardware					
Motorola MC67	20	20,000			Motorola
Motorola, MC67, Stand Alone GPS, 4G WWAN HSPA+ WLAN 802.11 A/B/G/N, 2D DL					
2D DL Imager, 8 MP Camera, WM 6.5, 512MB/2GB, Qwerty Key, Bluetooth,					
Extended 1.5x3600 MAH Battery, MC67NA-PHABAA00300					
- Includes AT&T or Verizon (must specify)					
- Extremely Bright 640x480 Full VGA Screen					
- Microsoft Embedded Handheld 6.5 Professional					
- 1 Year Warranty (Parts & Labor Only)					
Brazos Mobile Hardware Accessories					
Extended Warranty for MC67	20	4,700			
- 3 Years Bronze Support					
- 3 to 5 day turnaround					
- Comprehensive Coverage (no fault)					
- Can only be purchased with new device					
4-bay Docking Cradle for MC55/65 (for MC67) (Highly Recommended)	5	2,475			
- Includes all cables (power supply and 6' network cable)					
Additional MC55/MC65 (for MC67) Extended Life Battery	20	1,180			
- 1.5x Battery					
4-Bay Battery Charger for Extended Life Batteries	5	900			
Brazos Software and Services					
Brazos Software and Services		13,000	12,500 0	8,000	
Brazos Hardware Devices and Printers		29,255			
Brazos Technology Total		42,255	12,500	8,000	

Exhibit 2

TYLER BUSINESS TRAVEL POLICY

1. Air Travel

A. Reservations and Tickets

Tyler's Travel Management Company (TMC) 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 reservations far enough in advance to take full advantage of discount opportunities. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two 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 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;

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 and 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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 range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon

Lunch and Dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon and 7:00 p.m. Breakfast and Lunch

Return after 7:00* p.m. Breakfast, Lunch, and Dinner

*7:00 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.

5. Entertainment

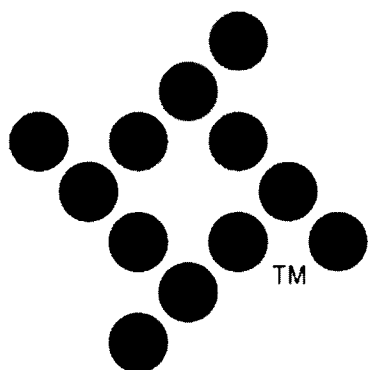
All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. 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.

Effective April 1, 2012

Exhibit 3



tyler
technologies

Statement of Work

Software and Implementation Services

Prepared for:

***Brentwood Police Department
& Municipal Court***

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

June 19, 2014

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PROJECT SCOPE & SUMMARY

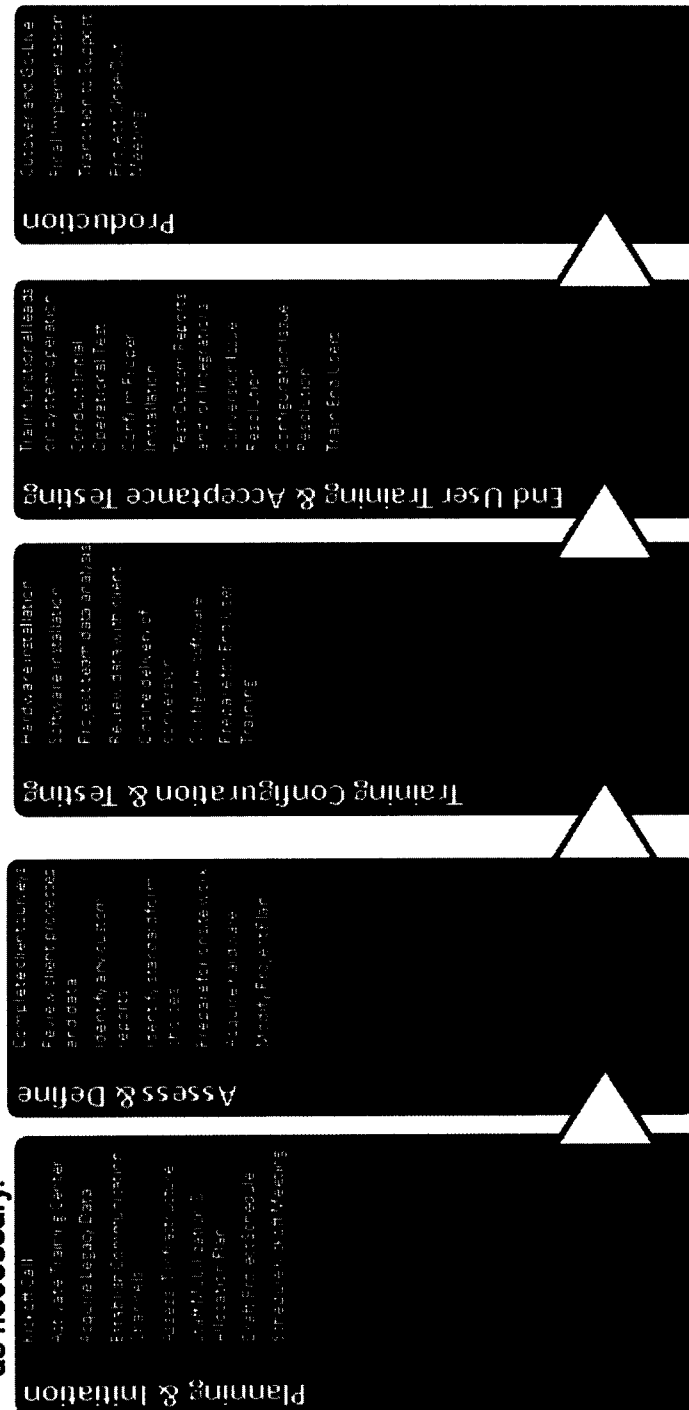
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives

is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and

- interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

Custom Programming - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

Custom interfaces – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

Custom Reports –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have “signed off” on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client’s needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work Acknowledgement Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler

shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW ATTACHMENTS LISTING

<p>SOW Attachment A – (Sample) Work Acknowledgement Form</p> <p>This form provides the means for the Client to accept work provided or provide reason for denial of a work.</p>
<p>SOW Attachment B – (Sample) Change Order Form</p> <p>Any change in the project must have a completed and approved Change Order.</p>
<p>SOW Attachment C - Hardware / Software Requirements</p> <p>This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.</p>
<p>SOW Attachment D – Standard Interfaces</p> <p>This document provides a summary description of the purpose and function of the interface along with field specifications.</p>
<p>SOW Attachment E – Conversion Detail</p> <p>Provides a description of the conversion process and legacy data specifications for each application suite.</p>
<p>SOW Attachment F – Customizations</p> <p>Details all custom programming, modification, interfaces or reports included in the agreement.</p>

ATTACHMENTS**Attachment A – Work Acknowledgment****Work Acknowledgment**

Client: _____

Date: _____

Visit/Deliverable: _____

Accomplishments	Performed By	Notes

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____
(Please return signed copy to the Tyler Technologies project team)

Attachment B- Change Order Form

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized
By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C– Hardware / Software Requirements

Tyler Public Safety Solution

Hardware Requirements (June 2014/Ver 2013.2)

Tyler Technologies' Public Safety Solution is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results. The requirements recommended on this document are for Tyler TPS software only, additional resources may be required on workstations and servers for third party software.

SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value" below.

RMS	# users	NA (0)
1 – 15 users (4)		
16 – 30 users (6)		
31+ (10)		
CAD	# Calls For Service	NA (0)
1 – 49,999 CFS (4)		
50,000 – 99,999 (6)		
100,000+ CFS (10)		
Mobiles	RMS	# users
		NA (0)
1 – 15 users (5)		
11 – 30 users (7)		
31+ users (10)		
	CAD	# users
		NA (0)
	1 – 49,999 CFS (5)	
	50,000 – 99,999 (7)	
	100,000+ CFS (10)	
	iPad	# users
		NA (0)
	1 – 15 users (4)	
	16 – 30 users (6)	
	31+ (10)	

Total Point Value

SERVER SPECIFICATIONS

For the following table, use your Total Point Value from above to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Multi-server configurations are broken into Application Server (AS), Database Server (DB), and Communication Server (COM).

Component	Requirement	Specifications						
		TOTAL POINT VALUE						
		1–8	9–18		19–30		31+	
		AS ³	AS/DB	COM	AS	COM	DB	
Processor	Xeon Quad Core (GHz) ¹	8	8	8	8	8	8	Contact Tyler for custom specifications.
Memory	GB RAM	32	32	16	16	16	32	
Available Disk Space^{2,4}	Bus 1	100 GB	100 GB	300 GB	100 GB	300 GB	100 GB	
	Bus 2	500 GB	500 GB		500 GB		3 TB	

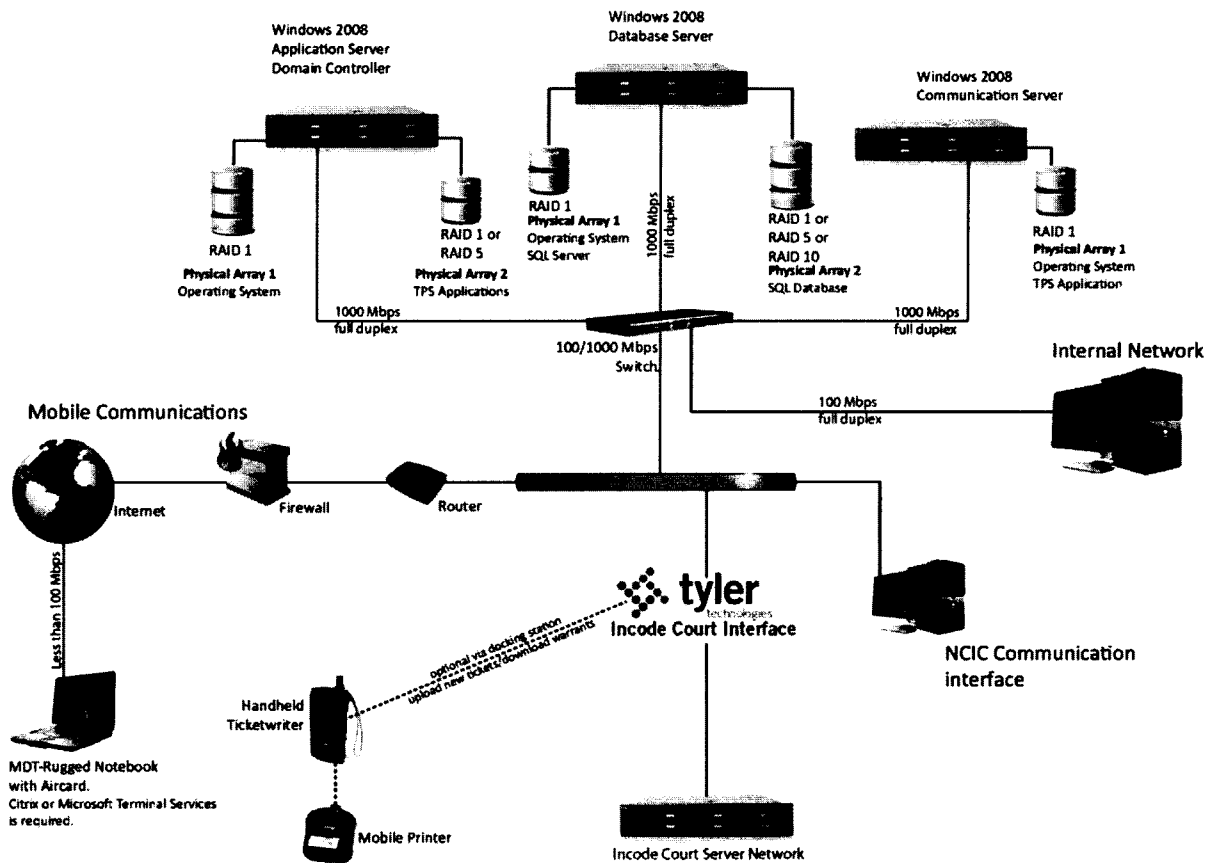
¹ If running in a virtual environment, four virtual cores are needed. VMWare ESXi 5.0 or greater recommended.

² Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

³ Windows Server 2012 does not allow Active Directory services and RDP/Terminal Services to run on the same server

⁴ Site might need larger drive space for Bus 2 if they have a large amount of media files

REQUIREMENTS CONFIGURATION DIAGRAM



SERVER

Component	Requirement
General Server	Dedicated Server
	MS Windows Certified Server ^{4 5}
	Removable Media (for backups)
Operating System	Gigabit Ethernet
	MS Windows 2008 R2, 2012, 2012 R2 Server (x64) Standard or Enterprise

Database Component	MS SQL Server 2008, 2012 (x64) Standard or Enterprise ⁶
Network Environment	Domain w/Active Directory Services Internet Information Services (IIS) .NET 3.5 and 4.0 Framework
Hard Drive Arrays	For OS SAS RAID1 For SQL, Transaction Logs, DB files, and TPS program files SAS RAID5 or SAS RAID10

⁴ Nationally recognized brand

⁵ Server name must be less than 15 characters long

⁶ If running a dual server configuration, this is only needed on the database server

RMS/CAD WORKSTATION

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁷
Processor	Pentium Core 2 Duo processor
Memory	4GB RAM ⁸
Disk Space	10GB available disk space
Operating System	Windows 7/8 Professional ⁹
Network	Gigabit Ethernet
Network Environment	Workstation is a member of the Domain ¹⁰ .NET 3.5 and 4.0 Framework
Graphics	128 Dedicated Graphics – Running 1280x1024 ¹¹

⁷ Nationally recognized brand

⁸ Tyler recommends 8+ GB Ram on CAD workstations

⁹ Windows Home editions are not supported.

¹⁰ Tyler's TPS servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

¹¹ The TPS application windows are not fully visible at resolutions lower than 1280x1024.

MOBILE RMS/CAD WORKSTATION

Component	Requirement
-----------	-------------

Hardware	Microsoft Windows Certified PC ¹²
Processor	Pentium Core 2 Duo processor
Memory	4 GB RAM ¹³
Disk Space	10GB available disk space
Operating System	Windows 7/8 Professional ¹⁴
Network	Gigabit Ethernet
Network Environment	NET 3.5 and 4.0 Framework
Graphics	128 Dedicated Graphics – Running 1280x1024 ¹⁵

¹² Nationally recognized brand

¹³ If running Mobile CAD with Mapping, Tyler recommends 8+ GB Ram

¹⁴ Windows Home editions and workgroup or peer-to-peer networks are not supported.

¹⁵ The TPS application windows are not fully visible at resolutions lower than 1280x1024.

PERIPHERALS

Printer Compatibility

Many TPS users print forms and reports directly from the application to their printers. We recommend using laser printers because they offer universal compatibility for all applications.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer¹⁵	R	R	PCL 5 or above

¹⁵ Dot matrix printers are not supported. HP Printers are highly recommended.

Label Printers

If you are using TPS Inventory module label printers are required. You can use any compatible label printer; however, if it's not listed on the Printer Compatibility Chart, you may have reduced functionality.

Printer Brand	Printer Model
Zebra	▪ GK420T

Mobile Printers

If you are using TPS Mobile Citation module Mobile printers are required. You can use any compatible thermal printer; however, if it's not listed on the Printer Compatibility Chart, you may have reduced functionality.

Printer Brand	Printer Model
Zebra	§ RW420

Bar Code Scanner

If you are using TPS Inventory module bar code scanner may be required. You can use any compatible bar code scanner; however, if it's not listed on the Scanner Compatibility Chart, you may have reduced functionality.

Scanner Brand	Scanner Model
Symbol	§ LS2208
Motorola	▪ MC319Z-GL4H24E0W RFID

Media Scanner

If you are using TPS RMS module media scanner may be required. You can use any compatible media scanner; however, if it's not listed on the Scanner Compatibility Chart, you may have reduced functionality.

Scanner Brand	Scanner Model
E-Seek	§ M250
	§ M260

Web Cam

If you are using TPS RMS module a mug shot camera may be required. You can use any compatible web camera; however, if it's not listed on the Printer Compatibility Chart, you may have reduced functionality.

Camera Brand	Camera Model
Microsoft	▪ LifeCam (Q2F-00001)
Logitech	▪ BCC950 (Conference Cam)

INTERNET CONNECTIVITY

The client must have a business-class Internet connection with a Static IP. A minimum connection upload speed of 1 Mb is recommended.

VPN OPTIONS

- **For all mobile units:** The Netmotion VPN solution is recommended. The Netmotion server must be available on UDP port 5008 (Mobility's default port) to the Netmotion clients. If clients exist on the corporate network as well as externally, UDP port 5008 must be available through both firewalls to each Netmotion server. This requires special configuration of your router, which must be working properly before Tyler can complete the Netmotion setup. Router and firewall configuration is the client's responsibility.

MOBILE CONNECTIVITY

It is the responsibility of the client to acquire and maintain mobile communications equipment and service unless otherwise specified in an agreement. Examples of this are aircards from cellular providers or mesh networks.

Mobile connectivity speeds must be 3G or faster to guarantee acceptable performance. Wireless service such as GPRS cannot be guaranteed to provide fast enough service for suitable application performance.

GPS

The GPS antenna requires a clear and unobstructed view of the sky in order to function properly and show a valid position fix. If you are attempting to test the GPS indoors, insure you have access to a window and place the antenna in a position that has clear access to the sky. In order for AVL to work properly, the GPS receiver must output the following NMEA sentences: GPGLGA and GPRMC. This can be determined by using the GPS Tester application and examining the raw GPS output data. Please note that GPS enabled aircards are not supported as a method of GPS communication.

VEHICLE INSTALLATION

The installation of vehicle equipment is the client's responsibility. This includes, but is not limited to, mobile computers, GPS antennas, docking stations, and modems.

MAPPING

Tyler Public Safety offers 2 options for the configuration of its Mapping product: Basic and Advanced.

BASIC

This is the default mapping solution included in all TPS installs. It uses ESRI ArcGIS Online maps and requires no additional setup or purchases on your part.

- **ESRI ArcGIS Online maps are free and available over the Internet.** This requires a stable, high-speed Internet connection.
- **Mapping accuracy, resolution, and updates are dependent on ESRI.** TPS cannot guarantee that all areas are up-to-date and provide your desired level of detail.

ADVANCED

This option leverages ArcGIS server to provide more detailed and accurate maps. It also requires that your site purchase and set up additional system components before TPS installation. **Tyler Public Safety does not purchase or set up these additional components.**

- **You must configure all services required to run advanced mapping.** Tyler does not set up your ArcGIS Server system or related components.
- **You must publish and host your own maps, either on a local server or the Internet, in conjunction with your GIS department.** Each type of map and layer must be published individually.

However, with the advanced option you have additional benefits:

- **You have greater control of map accuracy and the frequency of updates.** New housing developments and construction work are more likely to appear on your maps.
- **You can use your existing shape files.** If you previously used shape files, you can host those from your ArcGIS Server.

Before Installation

Before TPS can install the Advanced mapping feature, you must utilize ArcGIS web services and have the following ready:

- A Standard or Advanced edition ArcGIS Server
 - An Address Locator/Geocoder service with same spatial reference as the base map
 - A Geometry service
 - If hosting your own maps, Network Analysis Extension needs to be installed.
-

ADDITIONAL

The following are also needed for adequate performance of TPS Solutions:

Display

- Workstations need a screen resolution of 1280x1024 or greater.
- Mobile workstations need a screen resolution of 1024x768 or greater.
- Dispatch workstations need at least three monitors with appropriate graphics card to function correctly.

Remote Workstations

Any workstations accessing the server with less than a wired 100 mbps full-duplex connection require a remote access solution such as Citrix XenApp or Microsoft Remote Desktop Services.

For best results, remote workstations should run Citrix or Remote Desktop Services over a permanent VPN tunnel. Remote Desktop Services requires a Private Domain or Public SSL certificate to run Remote App service. This cert should be setup by the customer and available for use on the COM server.

Court Interface

If your PD and Court software are not on the same server, provide a secure and permanent connection for both servers in order to transfer data from PD to Court through web services. Communication will be made via port 80.

The customer is responsible for ensuring the PD and Court server can communicate via DNS and IP address across the network. This might include, but not limited to, setting up and verifying subnet routing and VPN connections. If Court and PD are not on the same network, Tyler Technologies recommends setting up a site to site VPN between the sites routers.

LETS / NCIC

If your LETS or NCIC connection is not using the same server as Tyler Public Safety software then the customer must provide a secure and permanent connection between the PD server and Comsys Server. The customer is responsible for ensuring the connection between the PD and State LETS system.

E911

The 911 service must be setup and configured by the customer's 911 provider, ie. AT&T. The customer must then provide a RS323 connection between the 911 device and Tyler's PD server.

If these devices are not physically located in close proximity to each other the customer must provide ensure the communication working. This may include, but not limited to, running the cable and providing signal boosters for the service to function properly.

Microsoft Office

Tyler Public Safety software does interface with Microsoft Office products, such as MS Word. Microsoft Office 2010 and above is recommend and it must be installed as a 32 bit software. The Microsoft office suite must be a full installation onto the PC, Click-to-Run and online versions are not supported by Tyler Public Safety software.

IPAD APPLICATION

Tyler's Public Safety Solution is also designed to operate on iPads that meet the following requirements. iPads that do not meet these required specifications will not reliably or adequately perform and acceptable results cannot be guaranteed by Tyler.

IPAD HARDWARE REQUIREMENTS

Component	Requirement
General PC	iPad 3 or higher (3G/4G/LTE enabled) ⁷
Comm Server or Web Server	Must be accessible from the Internet (outside the PD Network via SSL)
Optional	Bluetooth Keyboard Protective Case Mounts

⁷ The iPad 3 (or higher) device must have 3G/4G/LTE. It cannot have Wifi only as our application takes advantage of GPS receivers built into the iPad.

IPAD SOFTWARE REQUIREMENTS

Component	Requirement
TPS Public Safety Suite: Release 2013.1 or above	iPad Deployment requires that clients be running the latest version of the TPS product suite, Release 2013.1 or higher.

TPS CAD Mapping	The TPS mapping solution, which can be offered as a site license, is required for the iPad application.
TPS Mobile CAD Client and Mobile AVL Client	Mobile CAD licenses are transferrable between devices and platforms. The iPad requires both Mapping and AVL; AVL is necessary to track units on the iPad application.
Business Class Internet SSL Certificate	Needed to provide a static IP for the Comm/Web Secure Sockets Layer Certificate is purchased by Tyler every year, which includes support server-side software maintenance, purchase of the SSL Certificate to encrypt data between the iPad and server, delivery of new builds, and Subdomain Management
Subdomain Management LETS	Unique web address with DNS settings This will require a Mobile Device Management Solution that satisfies the requirements set by the FBI. The Recommended MDM solution Tyler Supports is MaaS360 by Fiberlink.
RMS Access	<p>There is not a separate iPad RMS application. Tyler can recommend any one of the following options listed below for users who may want to access RMS via the iPad.</p> <p>Please note that the below options are 3rd party optional tools. It is the clients responsibility to both set-up and support any option that may be chosen.</p> <ol style="list-style-type: none"> 1. X2 – Free App from the App Store for accessing Remote Desktop Session and using RMS. 2. Jump - \$15 app that allows Remote Desktop access and can be set to automatically open RMS to the login screen, and not allow the user to utilize any other program. 3. Windows 2008 RDS (Formerly Terminal Services). 4. Citrix – Requires Citrix server software and license, but utilizes the Free Citrix Receiver App on the App Store

*Tyler will not support any of these applications, these are just suggested and tested products.

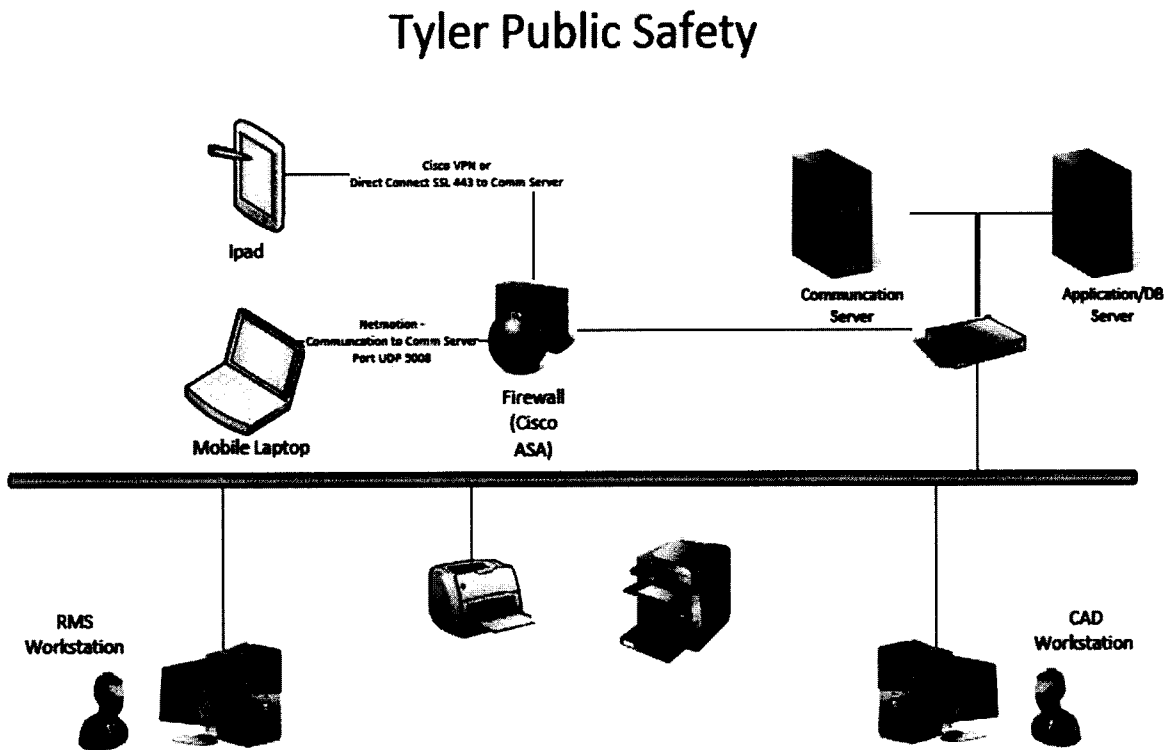
To accommodate the use of the TPS iPad App:

1. An agency must obtain an Apple Enterprise Developer account from <http://developer.apple.com>.
2. Once complete, the agency adds Tyler Public Safety developer(s) to the account.
3. The Agency then contacts Tyler to have an access URL (<https://exampleagency.com/ipad>) setup specifically for the iPad connect, and a FIPS 140-2 compliant SSL Certificate created and installed on the Communication server.

NOTE: This requires a static, public IP address for the server with Port 806 open for secure connection. If the agency is not using a VPN connection, an exception for iPads to connect via port 806 must be made or a third party solution is necessary to allow access through the firewall.

TYLER PUBLIC SAFETY IPAD SOLUTION DIAGRAM

The following depicts the configuration of the Tyler Public Safety iPad Solution.



RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your TPS data.

ROTATING TAPES

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because it allows you to go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site.

We do NOT recommend the use of differential or incremental backups. Performing a full backup of the entire TPS folder every night will allow you to restore files without having to use a series of tapes to perform the restore. This turns a restore process into a much more manageable and less time-consuming process.

BACKING UP YOUR SQL DATABASE

For customers who use Microsoft SQL for the TPS database, there are additional backup requirements for your TPS software. In addition to backing up the \DATA folder (and others mentioned above), you must also back up your Microsoft SQL databases. For TPS, the default databases should consist of Tyler_Configuration, PSData, PSLogs, PSCOMMON, LETS, and CommSys.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function** – The Microsoft SQL Server Management Studio has built-in backup tools that can cause SQL to dump the TPS database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

C:\Program Files\Microsoft SQL Server\MSSQL\Backup\

NOTE The Microsoft SQL Server installation path may vary slightly per installation.

- **Third-Party Backup Agent** – This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
 - **Script** – You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts it after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in: C:\Program Files\Microsoft SQL Server\MSSQL\data directory
-

NOTE The Microsoft SQL Server installation path may vary slightly per installation.

If you choose this route, Tyler can assist you with creating this script at the time of the TPS software installation.

OTHER DIRECTORIES IN THE TPS FOLDER

For TPS, you need to backup C:\program files\Tyler Technologies. As we add features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

WATCHING FOR SIGNS OF FAILURE

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

ACCEPTING RESPONSIBILITY

Having good backups of TPS data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your TPS software and data over the Internet in case of disaster or serious equipment failure at your site.

DISASTER RECOVERY

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.

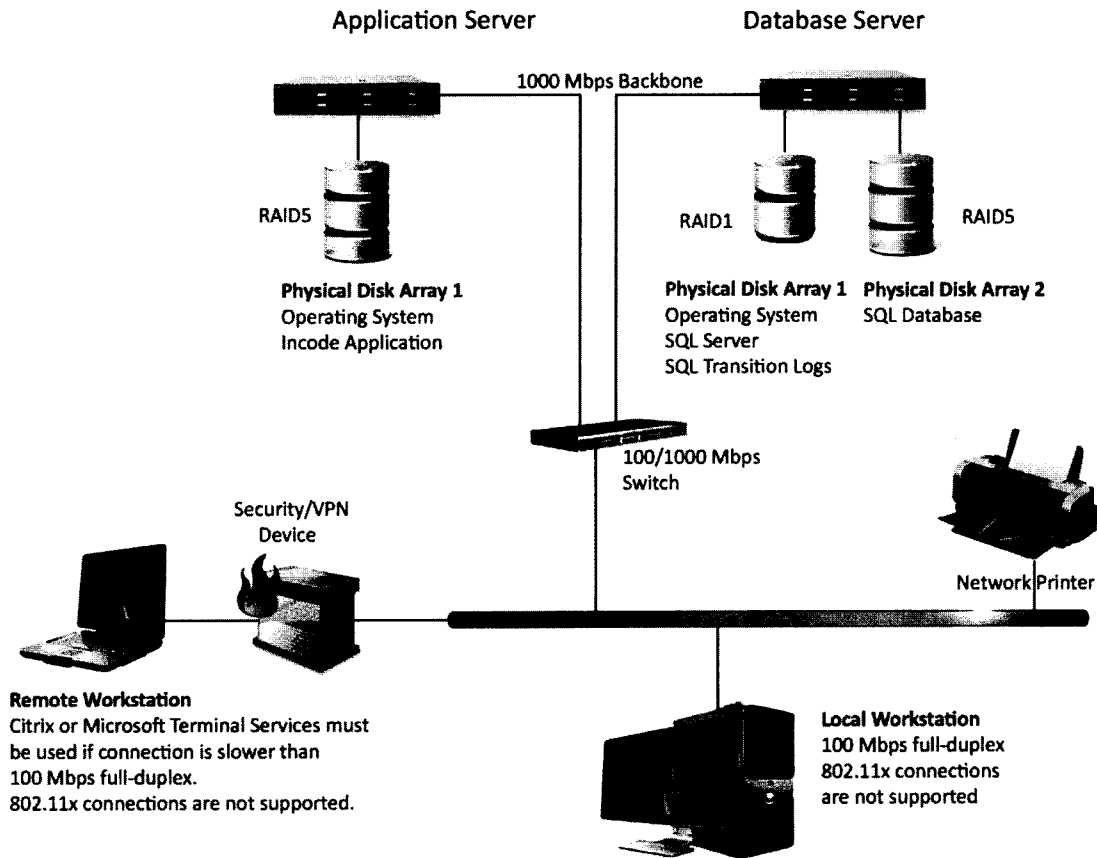
Incode Court Software Requirements for Two-Server Configuration

System	Recommended
INCODE APPLICATION SERVER REQUIREMENTS	
General Server Info	Dedicated Server Microsoft Windows Certified Server, Nationally Recognized Name Brand Removable media backup system DVD-ROM drive 1000 mbps Ethernet NIC
Operating System	Microsoft Windows 2012 Server (64 bit)
Network ¹ Environment	Domain with Active Directory Services Internet Information Services 6 or 7
Processor	Xeon Quad Core Processor
Memory ²	4GB RAM or greater 8GB RAM or greater if running SharePoint Dashboard Portal
Hard Drive Array(s)	RAID5 SAS Disk Array for OS and Incode program files
Available Disk Space	100GB reserved disk space on Bus 2
INCODE DATABASE SERVER REQUIREMENTS	
General Server Info	Dedicated Server Microsoft Windows Certified Server, Nationally Recognized Name Brand Removable media backup system DVD-ROM drive 1000 mbps Ethernet NIC
Operating System	Microsoft Windows 2012 Server (64 bit)
Network Environment	Domain with Active Directory Services
Database	Microsoft SQL Server 2012 Standard (64 bit) or Enterprise Edition (64 bit)
Processor	Xeon Quad Core Processor
Memory	8GB RAM or greater
Hard Drive Array(s)	Mirrored SAS Disk Array on Bus 1 for OS program files RAID5 SAS Disk Array reserved for SQL DB files on Bus 2
Available Disk Space	40GB reserved disk space on Bus 1 100GB reserved disk space on Bus 2

¹ Peer-to-peer networks are not supported by Incode

² The amount of RAM in your server will dictate which version of Microsoft Windows Server that you need to purchase.

TWO SERVER CONFIGURATION



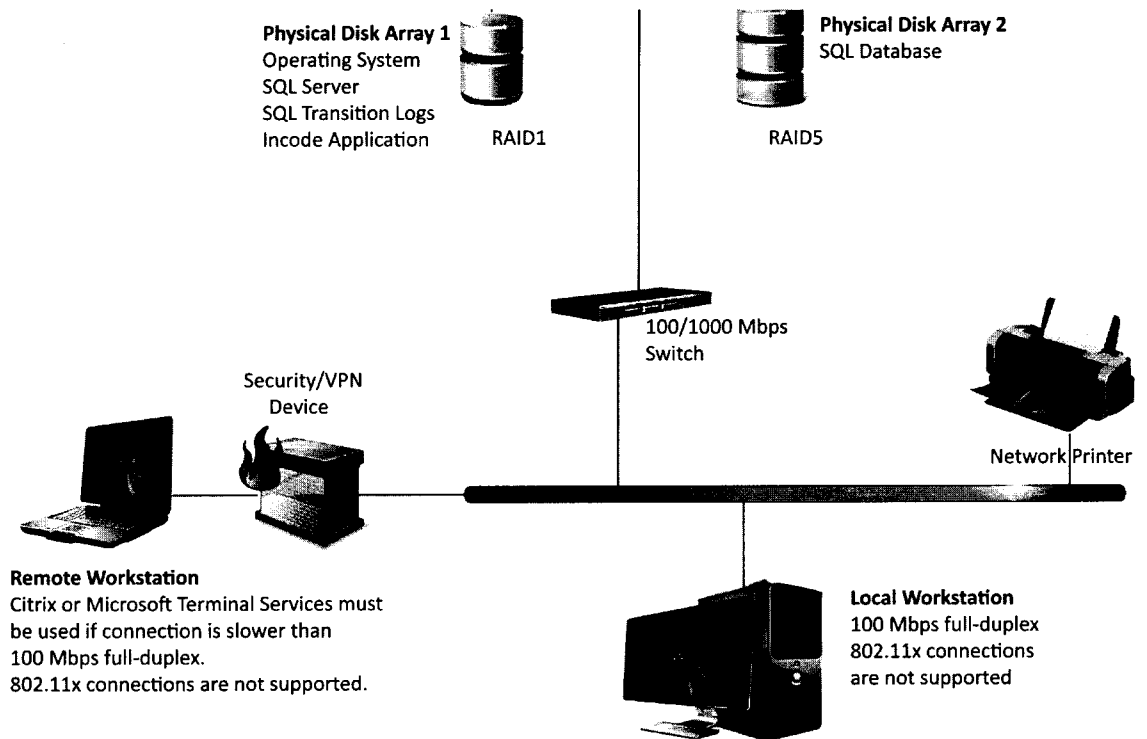
Incode Court Software Requirements for Single-Server Configuration

System Recommended	
INCODE APPLICATION AND DATABASE SERVER REQUIREMENTS	
General Server Info	Dedicated Server Microsoft Windows Certified Server, Nationally Recognized Name Brand Removable media backup system DVD-ROM drive 1000 mbps Ethernet NIC
Operating System	Microsoft Windows 2012 Server (64 bit)
Network ³ Environment	Active Directory Services Internet Information Services 6 or 7
Database	Microsoft SQL Server 2012 Standard (64 bit)
Processor	Xeon Quad Core Processor
Memory ⁴	8GB RAM or greater
Hard Drive Array(s)	Mirrored SAS Disk Array on Bus 1 for OS program files RAID5 SAS Disk Array reserved for SQL DB files on Bus 2

³ Peer-to-peer networks are not supported by Incode

⁴ The amount of RAM in your server will dictate which version of Microsoft Windows Server you need to purchase

SINGLE SERVER CONFIGURATION



WORKSTATION REQUIREMENTS

Workstations	Requirements
Hardware	Microsoft Windows Certified PC Nationally Recognized Name Brand
Processor	Dual-Core Processor
Memory	2GB RAM or greater
Disk Space	1GB Available disk space
Operating System ¹	Windows XP Professional, Windows Vista Business/Ultimate or Windows 7
Network	100Mbps Ethernet NIC
Network Environment	Workstation is a member of the Domain

¹ The current Microsoft office service pack should be installed. Microsoft Windows XP Professional requires SP3, Windows Vista requires SP1.

SCREEN RESOLUTION REQUIREMENTS

The Version X application screens are not fully visible at resolutions lower than 1280x1024

REMOTE WORKSTATION REQUIREMENTS

Tyler requires a remote access solution such as Citrix or Windows Terminal Services for any workstations accessing the server with a direct connection of less than 100Mbps full-duplex.

For best results, remote workstations should run Citrix or Terminal Services over a permanent VPN tunnel.

PRINTER COMPATIBILITY CHART

Printer Type	Notes & Guidelines
Any Laser Printer	Prints forms and reports PCL 5 or Above

RECOMMENDED BACKUP PROCEDURES

Developing a consistent, working backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you have invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually simple to implement. This document outlines the steps you should take to properly back up your V.X data.

TAPE ROTATION

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, a 6-tape rotation. This rotation is sufficient for most customers because it allows you to go back a few business days to find files. However, if you feel you need a little more protection, you can use a different rotation that fits your specific needs.

FOR SQL SERVER AND V.X CUSTOMERS

There are a few different methods for backing up your SQL database.

- **SQL Backup Function** – The Microsoft SQL Server 2012 Management has built-in backup tools that can cause SQL to dump the V.X databases to a backup file in the SQL default backup folder while the SQL services are running. This location is: C:\Program Files\Microsoft SQL Server\MSSQL\Backup^{*}
- **Third Party Backup Agent** – This method requires that you have some sort of third party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script** – You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts it after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in the c:\Program Files\Microsoft SQL Server\MSSQL\data directory^{*}.

^{*} The Microsoft SQL Server installation path may vary slightly per installation.

WATCHING FOR SIGNS OF FAILURE

Monitor your backup status every morning. If there is a noticeable problem such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message about your backup displaying, please contact us or your IT staff so that the problem can be resolved quickly.

RESPONSIBILITY

Having good backups of the V.X data is your responsibility. Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your V.X software and data over the Internet in case of disaster or serious equipment failure at your site.

Attachment D– Standard Interfaces

Brazos Citation ICD

Brazos technology provides a mobile handheld electronic citation application. Brazos Technology's solutions enables the citation entry to be completed in the field and provide the defendant with a receipt.

Interface	Notes
Core Products and Version:	<ol style="list-style-type: none"> 1. TPS RMS Citation Module 2. Brazos Technology eCitation
Short Description:	Provide a standard method of transferring citations from Brazos Technology eCitation to TPS RMS Citation Module
Long Description:	<p>This interface provides for the automatic transfer of citations from Brazos to the TPS RMS database. The interface allows the client to select which offenses they would like to export to Brazos' handheld devices, via an export to handheld device checkbox in the NIBR Code Table, so that the offenses match and are easily imported into the TPS RMS software. This functionality also prevents the client from having to do duplicate data entry between the two systems. When this checkbox is selected Tyler will export the selected codes in a predefined XML format via web service to a destination folder. Brazos will import the file into their software and when the handheld device is synced the codes will be imported. For the import of citation information from Brazos into TPS RMS Citation Module the interface requires Brazos to export a file of the completed citation and place it into a TPS Import Manager destination folder using an XML format provided by Tyler. Brazos export will take place when the handheld device is synced at export intervals chosen by the client.</p>
Tyler System(s) Involved and Version(s):	<ol style="list-style-type: none"> 1. TPS Web Service 2. TPS RMS 3. TPS Import Manager
Third Party Products:	<ol style="list-style-type: none"> 1. Brazos Technology eCitation 2. Brazos Technology Import/Export Wizard
Information Exchanged:	<p>XML via Web Service</p> <p>Import of Citation Information to include:</p> <ol style="list-style-type: none"> 1. Citation # 2. Stop Date 3. Stop Time 4. Agency 5. Officer

	6. Haz Mat 7. Accident 8. Citation Type 9. Search 10. Zone 11. Signed 12. Shift 13. Violator Name 14. Violator DOB 15. Violator Sex 16. Violator Ethnicity 17. Violator Race 18. Race/ethnicity known prior to detaining 19. Violator Height 20. Violator Weight 21. Violator Hair Color 22. Violator Eye Color 23. Violator DL Number 24. Violator DL State 25. Violator DL Class 26. Violator DL Year 27. Violator SSN 28. Violator Address 29. Violator Address Type 30. Violator Address City 31. Violator Address State 32. Violator Address Zip 33. Violator Home Phone 34. Violator Work Phone 35. Juvenile 36. Resident of Jurisdiction 37. Vehicle Tag 38. Vehicle Tag State 39. Vehicle Tag Year 40. Vehicle Year 41. Vehicle Make 42. Vehicle Model 43. Vehicle Style 44. Vehicle Color (up to 3) 45. Vehicle VIN 46. Docket # 47. Violation Location 48. Offense Code 49. Offence Type 50. Posted Speed 51. Actual Speed 52. Case Number 53. Arrest 54. Evidence 55. Statute Number 56. Offense Description 57. Agency County
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	<p>58. Court date/time</p> <p>59. Construction Zone</p> <p>60. School Zone</p> <p>61. Notes</p>
Data Format(s):	XML format (attached)
External System Interface:	N/A
Third Party Interface Details:	NA
No. Data Elements:	61
Data Flow:	<p>Tyler will export the client selected offenses to Brazos in XML format to a specified destination folder. Brazos will import the offenses into eCitation. Brazos will export the citation in the specified (attached) XML format into a TPS Import Manager destination folder designated by Tyler. TPS Import Manager will then import the information into TPS Citation Module utilizing TPS Web Service.</p>
Data Flow Details:	<p>Client selects which offenses to export to the handheld devices via the Export to Handheld checkbox in the NIBR code table. Tyler will export the file to a specified destination folder utilizing TPS Web Service. Brazos will import the file via Brazos Import/Export Wizard and when handheld devices are synced the offenses are uploaded. The Client collects electronic citation information in the Brazos eCitation software. Brazos then exports it utilizing Brazos Import/Export Wizard into a Tyler specified destination folder. Tyler then imports the information into TPS Citation Module utilizing TPS Import Manager.</p>
Data Exchange Frequency:	<p>One export for each offense designated by the client.</p> <p>One time import per "synced" unique citation #. Frequency is determined by the client.</p>
Data Exchange Frequency Details:	<p>One time export of offenses designated by the Client to Brazos software. One time import to TPS RMS Citation Module for each unique citation number, upon sync of the handheld device and determined by the client as to how often to send information from Brazos eCitation software to the destination folder. This could be sent as each citation is synced, hourly, daily, or at whatever time interval the client chooses.</p>
Transport(s):	Via Brazos Import/Export Wizard, TPS Import Manager and TPS Web Service
Platform:	
Other Technical Specifications:	

Tyler Responsibilities:	Tyler will install and configure the XML. Tyler will turn on the Brazos interface, via licensing and provide a folder for Brazos to use. Tyler will provide an XML format to Brazos for their output.
Client and 3 rd -Party Responsibilities:	<p>Client is responsible for purchasing and/or licensing the TPS Brazos Interface, purchasing and/or licensing Brazos Technology eCitation and Import/Export Wizard.</p> <p>Client is responsible for designating which offenses to export to Brazos eCitation handhelds. Client is responsible for determining the export frequency in Brazos' software.</p> <p>Brazos needs to be configured to export to the TPS Import Manager destination folder in Tyler's provided XML format.</p> <p>Brazos needs to be configured to import client designated offenses from TPS RMS.</p>
Links:	http://www.brazostech.com/

3rd Party CAD to TPS RMS ICD**Third Party CAD to TPS RMS**

Revision 1.0 August 21, 2013

*****NOTE***: Any request for interfacing between a 3rd party vendor and version not listed specifically in the Current Vendors and Versions section below, should be discussed with Development and Product Management to determine if any development cost will be required for interfacing.**

Interface	Notes													
Core Products and Version:	TPS RMS													
Current Vendors and Versions:	Vendor		Version											
	Interact CAD		10.3.2.1 and later.											
Short Description:	An interface between Third Party CAD and TPS RMS													
Long Description:	This interface allows a Third Party CAD vendor to send basic data as outlined in this document from their CAD to the TPS RMS system through a web service created by TPS with specifications for connecting to, transmitting to, and receiving back any information / verification from, the web service defined by TPS.													
Tyler System(s) Involved and Version(s):	1. TPS Import Gateway Web Service													
Third Party Products:	Third Party CAD (e.g. Interact, Tiburon, New World, Tri-Tech, etc.)													
Information Exchanged:	Bi-directional transaction													
	<div>1. Call Information from the 3rd Party CAD Vendor to TPS Import Gateway Web Service.</div> <div>2. Transaction message from TPS back to CAD Vendor for:<div>a. Transaction Success</div><div>b. Transaction Failure – accompanied by reason if available.</div><div>c. Transaction Errors</div></div> <div>3. CAD Vendor will be assigned a ‘Vendor Name’ and ‘Vendor Key’ in RMS that will be used to validate any Call Data sent to the TPS Import Gateway Web Service.</div>													
	<div>Fields that can be sent from the 3rd Party CAD Vendor to the TPS Import Gateway Web Service:</div> <table><tr><th>Field Name</th><th>Min Len</th><th>Max Len</th><th>Req'd</th><th>Mult</th></tr><tr><td>Call Number</td><td>1</td><td>12</td><td>Y</td><td>N</td></tr></table>					Field Name	Min Len	Max Len	Req'd	Mult	Call Number	1	12	Y
Field Name	Min Len	Max Len	Req'd	Mult										
Call Number	1	12	Y	N										

Call Type (must match Call Types in Call Type Setup in RMS).	1	125	Y	N
Call Priority (must match Call Priority levels setup in Calls Priority Codes from Code Type Setup in RMS)	1	125	N	N
Call Date (YYYY-MM-DD)	10	10	Y	N
Call Time (HH:MM:SS) military time only.	8	8	Y	N
How the Call is Received (must match the Calls Received Type in Code Type Setup in RMS).	1	125	Y	N
Time the Call is initially dispatched. (HH:MM:SS) military time only.	8	8	N	N
Time first unit arrives on scene. (HH:MM:SS) military time only.	8	8	N	N
Time last unit clears from scene. (HH:MM:SS) military time only.	8	8	N	N
Fire Control Time. (HH:MM:SS) military time only.	8	8	N	N
Fire Tap Out Time. (HH:MM:SS) military time only.	8	8	N	N
Call Save Date (Time the call was initially opened and sent for dispatch) (YYYY-MM-DD)	10	10	N	N
Disposition of the Call (must match the Call Disposition in Code Type Setup in RMS)	1	125	N	N
Call Location	1	125	Y	N
Call To Address				
Block Number	1	10	N	N
Pre-Direction	1	2	N	N
Street Name	1	125	N	N
Post-Direction	1	2	N	N

Street Type	1	6	N	N
Unit Type	1	6	N	N
Apt., Suite, Bldg #	1	8	N	N
Intersecting Street	0	1	N	N
City	1	125	N	N
State	2	2	N	N
Zip / Postal	5	10	N	N
County	1	25	N	N
Police Zone	1	25	N	N
Fire Zone	1	25	N	N
EMS Zone	1	25	N	N
Zone	1	25	N	N
District	1	25	N	N
Jurisdiction	1	25	N	N
Police District	1	25	N	N
Fire District	1	25	N	N
EMS District	1	25	N	N
Dispatch Zone	1	25	N	N
Wrecker District	1	25	N	N
Map Page	1	5	N	N
Callers				
Caller Name	1	125	N	Y
First Name	1	25	N	Y
Middle Name	1	25	N	Y
Last Name	1	25	N	Y
Prefix	1	6	N	Y
Suffix	1	6	N	Y
Driver's Liense / State ID Number	1	12	N	Y
DL / ID State	2	2	N	Y
DL / ID Type or Class	1	5	N	Y
Social Security Number	9	11	N	Y
Date of Birth	10	10	N	Y
Sex / Gender	1	1	N	Y

Race	1	1	N	Y
Ethnicity	1	1	N	Y
Caller's Address (Where Caller Lives)				
Address Block	1	10	N	Y
Address Pre-Direction	1	2	N	Y
Address Street	1	125	N	Y
Address Street Type	1	6	N	Y
Address Post Direction	1	2	N	Y
Address Unit Type	1	6	N	Y
Address Apartment Number	1	6	N	Y
Address City Name	1	125	N	Y
Address State Code	2	2	N	Y
Address Postal / Zip Code	5	10	N	Y
Call From Location (where Caller is)	1	125	N	Y
Call From Address				
Block Number	1	10	N	Y
Pre-Direction	1	2	N	Y
Street Name	1	50	N	Y
Post-Direction	1	2	N	Y
Street Type	1	6	N	Y
Unit Type	1	6	N	Y
Apt., Suite, Bldg #	1	8	N	Y
City	1	50	N	Y
State	2	2	N	Y
Zip / Postal	5	10	N	Y
Caller Phone Number	12	12	N	Y
Dispatcher Info				
Dispatcher Badge Number	0	10	N	Y
Dispatcher Personnel ID	0	10	N	Y
Dispatcher Agency	1	125	N	Y
Dispatcher Last Name	1	25	N	Y
Dispatcher First Name	1	25	N	Y

Dispatcher Name Suffix	1	6	N	Y
Dispatcher Middle Name	1	25	N	Y
Dispatcher Radio ID	1	10	N	Y
Notes				
Call Notes	1	250	N	Y
Badge Number of Personnel of who entered the note.	1	10	N	Y
Personnel ID of personnel who entered the note.	15	15	N	Y
Agency of personnel who entered the note. (must match an Agency in Agency Setup in RMS)	1	20	N	Y
Last Name of user entering Note	1	25	N	Y
First Name of user entering Note	1	25	N	Y
Middle Name of user entering Note	1	25	N	Y
Suffix of user entering Note	1	25	N	Y
Radio ID of User entering the Note	1			
Date note is entered. (YYYY-MM-DD)	10	10	N	Y
Officers				
Officer Badge Number	1	10	Y	Y
Officer Personnel ID	1	10	N	Y
Assigned Unit	1	8	N	Y
Agency of Assigned Unit (must match an Agency in Agency Setup in RMS)	1	125	Y	Y
Is Primary Unit on the Call	1	1	N	N
Officer Last Name	1	25	Y	Y
Officer First Name	1	25	N	Y
Officer Suffix	1	25	N	Y
Officer Middle Name	1	25	N	Y
Unit Disposition from Call (must match Call Disposition in Code Setup	1	125	N	Y

in RMS)				
Officer Radio ID	1	10	N	Y
Date Dispatched (YYYY-MM-DD)	10	10	N	Y
Time Dispatched. (HH:MM:SS) military time only.	8	8	N	Y
Date Unit went En Route to Call (YYYY-MM-DD)	10	10	N	Y
Time Unit went En Route to Call. (HH:MM:SS) military time only.	8	8	N	Y
Date Unit Arrived On Scene (YYYY-MM-DD)	10	10	N	Y
Time Unit Arrived On Scene. (HH:MM:SS) military time only.	8	8	N	Y
Date Unit is De-assigned from the call (YYYY-MM-DD)	10	10	N	Y
Time Unit is De-assigned from the call (HH:MM:SS) Military time	8	8	N	Y
Date Unit Cleared from Call (YYYY-MM-DD)	10	10	N	Y
Time Unit Cleared from Call. (HH:MM:SS) military time only.	8	8	N	Y
Date information is updated (YYYY-MM-DD)	10	10	N	Y
Time information is updated (HH:MM:SS) Military time	8	8	N	Y
Time a Unit is enroute back to station. (HH:MM:SS) military time only.	8	8	N	Y
Time a Unit is back at the Station. (HH:MM:SS) military time only.	8	8	N	Y
Transports				
Transport Type (must match the Transport Types in Code Setup in RMS)	1	125	N	Y

Time transport started. (HH:MM:SS) military time only.	8	8	N	Y
Time transport ended. (HH:MM:SS) military time only.	8	8	N	Y
Beginning mileage for transport.	2	18	N	Y
Ending mileage for transport.	2	18	N	Y
Transport Destination	1	125	N	Y
Transport Description	1	125	N	Y
Cases				
Case Number assigned to Unit	1	12	N	Y
Date Case Number Created (YYYY-MM-DD)	10	10	N	Y
Radio Messages				
Description Text	1	125	N	Y
Dispatcher Badge Number	1	10	N	Y
Dispatcher Personnel ID	1	10	N	Y
Dispatcher Last Name	1	25	N	Y
Dispatcher First Name	1	25	N	Y
Dispatcher Name Suffix	1	6	N	Y
Dispatcher Middle Name	1	25	N	Y
Date Radio Message Entered / Generated	10	10	N	Y
Time the Message is Created / Generated	8	8	N	Y
Associated Code – Generally 10 Code	1	6	N	Y
Vehicles				
Vehicle Involved in Call Make	1	125	N	Y
Vehicle Involved in Call Model	1	125	N	Y
Vehicle Involved in Call Style	1	125	N	Y
Vehicle Involved in Call	4	4	N	Y

Make Year				
Vehicle Involved in Call Plate Number	1	10	N	Y
Vehicle Involved in Call Plate State	2	2	N	Y
Vehicle Involved in Call Plate Year	4	4	N	Y
Vehicle Involved in Call Plate Type (must match plate types in Code Setup in RMS)	1	125	N	Y
Vehicle Involved in Call VIN	1	20	N	Y
Vehicle Involved in Call Color(s)	1	125	N	Y
Occupants				
Occupant Name	1	50	N	Y
Occupant Type (must match Occupant Type in Code Setup in RMS)	1	125	N	Y
First Name	1	25	N	Y
Middle Name	1	25	N	Y
Last Name	1	25	N	Y
Prefix	1	6	N	Y
Suffix	1	6	N	Y
Driver's Liense / State ID Number	1	12	N	Y
DL / ID State	2	2	N	Y
DL / ID Type or Class	1	5	N	Y
Social Security Number	9	11	N	Y
Date of Birth	10	10	N	Y
Sex / Gender	1	1	N	Y
Race	1	1	N	Y
Ethnicity	1	1	N	Y
Occupant Parsed Address				
Block Number	1	10	N	Y
Pre-Direction	1	2	N	Y
Street Name	1	50	N	Y
Post-Direction	1	2	N	Y

Street Type	1	6	N	Y
Unit Type	1	6	N	Y
Apt., Suite, Bldg #	1	8	N	Y
City	1	50	N	Y
State	2	2	N	Y
Zip / Postal	5	10	N	Y
Wrecker Company Name (must match Business Setup in RMS)	1	125	N	Y
Wrecker Phone Number (XXX-XXX-XXXX)	12	12	N	Y
Date Wrecker is Sent (YYYY- MM-DD)	10	10	N	Y
Time Wrecker is Sent. (HH:MM:SS) military time only.	8	8	N	Y
Was the Wrecker Company specifically requested by the vehicle owner.	1	1	N	Y
Subjects				
Subject Type on Call (must match Subject Type in Code Setup in RMS)	1	125	N	Y
Subject Name	1	50	N	Y
Subject Phone	12	12	N	Y
Send Subject to the Incident?	1	1	N	Y
Create an Arrest Record for this subject?	1	1	N	Y
Subject First Name	1	25	N	Y
Subject Middle Name	1	25	N	Y
Subject Last Name	1	25	N	Y
Subject Prefix Name	1	6	N	Y
Subject Suffix Name	1	6	N	Y
Subject DL / ID Number	1	10	N	Y
Subject DL / ID State	2	2	N	Y
Subject DL / ID Type or Class	1	5	N	Y
Subject Social Security	9	11	N	Y

	Number				
	Subject Date of Birth (YYYY-MM-DD)	10	10	N	Y
	Sex or Gender	1	1	N	Y
	Race	1	1	N	Y
	Ethnicity	1	1	N	Y
	Subject Address	1	125	N	Y
	Subject Parsed Address				
	Block Number	1	10	N	Y
	Pre-Direction	1	2	N	Y
	Street Name	1	50	N	Y
	Post-Direction	1	2	N	Y
	Street Type	1	6	N	Y
	Unit Type	1	6	N	Y
	Apt., Suite, Bldg #	1	8	N	Y
	City	1	50	N	Y
	State	2	2	N	Y
	Zip / Postal	5	10	N	Y
	Racial Profiling				
	Age	1	5	N	Y
	Race	1	1	N	Y
	Ethnicity	1	1	N	Y
	Gender / Sex	1	1	N	Y
	Reason for Search	1	125	N	Y
	Did the officer Search?	1	1	N	Y
	Violation Type	1	125	N	Y
	Charge Type	1	125	N	Y
	Disposition	1	125	N	Y
	Narrative of Call	1	99999	N	N
Data Format(s):	XML				
External System Interface:	N/A				

Third Party Interface Details:	3 rd Party Vendor must submit the CAD Call data directly to the TPS Import Gateway Web Service in the format specified by Tyler Public Safety.
No. Data Elements:	108
Data Flow:	From 3 rd Party CAD to TPS RMS via TPS Import Gateway Web Service
Data Flow Details:	<p>Vendor will transmit their Vendor Name, Vendor Key, and the XML String of the call information with each Web Service Call.</p> <p>The Web Service will validate the Vendor information, and then return an XML string with Call Number and a success or error message.</p>
Data Exchange Frequency:	Data transmission can be at any save point after the Call Number is created. .
Data Exchange Frequency Details:	<p>1st transmission can be at any save point after the Call Number is created.</p> <p>Subsequent (update) transmissions may be sent at any time after the initial call is successfully sent to TPS. Updates occur when a call number is already found to exist in the TPS database.</p>
Transport(s):	N/A
Platform:	Web Service
Other Technical Specifications:	N/A
Tyler Responsibilities:	<ul style="list-style-type: none"> • Tyler will provide the ICD and an XSD to the client and 3rd party CAD vendor. • Tyler will provide the Web Service URL for the Third Party CAD Vendor. • Tyler will insure the Web Service is installed and running at the client site. • Tyler will setup the 3rd Party CAD vendor as an approved vendor with a vendor key in the Agency's database. • Sales / Implementation with any request for interfacing between a 3rd party vendor and version not listed specifically in the Current Vendors and Versions section near the top of this document, should discuss with Development and Product Management to determine if any development cost will be required for interfacing.
Client and 3 rd -Party Responsibilities:	<ul style="list-style-type: none"> • Vendor will conform all transmitted data to Tyler Public Safety RMS in the specified XML format with the specified XML tags. • Vendor will provide their vendor name and key each time they transmit to the TPS Import Gateway Web Service. • Vendor will send the data directly to the TPS Import Gateway Web Service at the URL provided.
Links:	N/A



Empowering people who serve the public[®]

LEADR (SCIEx) (TN T-Dex) ICD

LEADR (Law Enforcement Automated Data Repository) is a software suite developed in conjunction with the South Carolina Research Authority, that provides the necessary tools to ensure effective and efficient sharing of critical law enforcement information. LEADR includes: Sharing Capabilities, Gang Data Collection & Reporting, Web-Based Records Management. Participants include Tennessee Fusion Center (TFC), South Carolina Information Exchange (SCIEx), Arkansas State Fusion Center (ASFC), Oak Ridge National Laboratory (ORNL), Tennessee Meth Task Force (TMTF) J2 Software Solutions (J2SS), Memex, and ESRI.

NOTE: This ICD only covers current integration with South Carolina (SCIEX) and Tennessee (T-Dex). Integration with additional states will need to be scoped.

Interface	Notes
Core Products and Version:	TPS RMS and LEADR
Short Description:	An interface between TPS RMS and LEADR
Long Description:	This interface automatically exports data from TPS RMS into LEADR software. Information is Exported in XML format via TPS Web Service.
Tyler System(s) Involved and Version(s):	1. TPS RMS 2. TPS Web Service
Third Party Products:	1. LEADR (Currently SCIEx – SC & T-Dex – TN)
Information Exchanged:	1. Agency Name 2. Agency ORI 3. Incident Number 4. Group A or B Incident 5. Reported Date 6. Reported Time 7. Case Status 8. Occur Date 9. Occur Time 10. Narrative 11. Last Modified Date 12. Approved? 13. Exceptional Clearance Code 14. Exceptional Clearance Date 15. # of Structures Entered

16. Stolen Vehicle Quantity
17. Recovered Vehicle Quantity
18. Location Apartment Number
19. Location Cross Street Name
20. Location Cross Street Direction
21. Location District
22. Location Neighborhood
23. Location Subdivision
24. Location Emergency Services City Name
25. Location Fire Jurisdiction
26. Location Judicial District
27. Location Police Grid
28. Location Police Beat
29. Location Police Jurisdiction
30. Location Zone
31. Location Type
32. PO Box
33. Location Street Type
34. Location Street Direction
35. Location Street Number
36. X Coordinate
37. Y Coordinate
38. City
39. State
40. Zip Code
41. Charge Description
42. Charge Count
43. Charge Status
44. Charge Status Date
45. Charge Statute
46. Attempted or Complete
47. UCR Offense Code
48. Home Invasion
49. Offense Location Type
50. Highest Charge Flag
51. Drug Indicator
52. Home Invasion Indicator
53. Gang Activity Type
54. Incident Category Type Code
55. Force Type Code
56. Alcohol Use Indicator
57. Drug Use Indicator
58. Computer Use Indicator
59. Bias Motivation Indicator
60. Point of Entry/Exit
61. Point of Entry/Exit Type
62. Point of Entry/Exit Description
63. Point of Entry/Exit Method Description
64. Point of Entry/Exit Method Code
65. Gang Type
66. Gang Name
67. Drug Type Code
68. Drug Origins

69.	Drug Precursors
70.	Property Type
71.	Property Description
72.	Property Serial Number
73.	Property Owner Applied Number
74.	Property Condition
75.	Property Disposition
76.	Property Disposition Date
77.	Property Disposition Code
78.	Property Make
79.	Property Model
80.	Property Brank
81.	Property Year
82.	Property Style
83.	Property Category Description
84.	Property Category Code
85.	Property Age
86.	Property Length
87.	Property Width
88.	Property Height
89.	Property Weight
90.	Property Size
91.	Property Color
92.	Property Quantity
93.	Property Recovered Date
94.	Property Value
95.	Property Seized Location Type of Marijuana Fields Code
96.	Property Seized Plots Measure
97.	Property Seized x coordinate
98.	Property Seized y coordinate
99.	Property Vehicle Make
100.	Property Vehicle Model
101.	Property Vehicle Style
102.	Property Vehicle Primary Color
103.	Property Vehicle Secondary Color
104.	Property Vehicle Interior Color
105.	Property Vehicle door Quantity
106.	Property Vehicle Transmission Type
107.	Property Vehicle License Plate
108.	Property Vehicle License Plate State
109.	Property Vehicle VIN
110.	Property Vehicle Towed
111.	Property Vehicle Use
112.	Subject ID
113.	Subject Offense Charge ID
114.	Subject Offense Charge Code
115.	Victim ID
116.	Victim Type Code
117.	Victim Student
118.	Victim School Indicator
119.	Victim School Type Code
120.	Victim Classification Code
121.	Victim Disposition Code

122. Victim of Protection Order
123. Victim LEO
124. Victim Offense Charge Code
125. NIBRS Agg Assault/Homicide Circumstances
126. Justifiable Homicide Circumstances
127. Victim's Offenders to be Related
128. Victim to Offender Relationship Code
129. Victim LEO Activity Type Code
130. Victim LEO Assignment Type Code
131. Victim LEO's ORI
132. Person First Name
133. Person Initials
134. Person Last Name
135. Person Middle Name
136. Person Name Prefix
137. Person Suffix Name
138. Person Alias First Name
139. Person Alias Initials
140. Person Alias Last Name
141. Person Alias Middle Name
142. Person Alias Name Prefix
143. Person Alias Name Suffix
144. Person Moniker First Name
145. Person Moniker Initials
146. Person Moniker Last Name
147. Person Moniker Middle Name
148. Person Moniker Name Prefix
149. Person Moniker Name Suffix
150. Person Age
151. Person Birth Country
152. Person Birth Place
153. Person Build
154. Person Citizenship
155. Person Eye Color
156. Person Hair Color
157. Person Race
158. Person Sex
159. Person Complexion
160. Person Date of Birth
161. Person educational Level
162. Person Employment Status
163. Person Ethnicity
164. Person Facial Hair
165. Person Glasses
166. Person Hair appearance
167. Person Hair Length
168. Person Hair Style
169. Person Hair Type
170. Person Handedness
171. Person Height
172. Person in Military
173. Person US Citizen
174. Person Marital Status

175. Person Nationality of Origin
176. Person Occupation
177. Person Primary Language
178. Person Race
179. Person Religious Preference
180. Person Resident Code
181. Person Speech
182. Person Teeth
183. Person Glasses Type
184. Person Weight
185. Person Physical Features Class
186. Person Physical Features Description
187. Person Medical Condition
188. Person Medical Condition Severity
189. Person Medical Injury Type Code
190. Person Medical Condition Present
191. Person Medical Condition Narrative
192. Person Home Phone Number
193. Person Home Location Apartment Number
194. Person Home Location Cross Street Direction
195. Person Home Cross Street Name
196. Person Home PO Box
197. Person Home Street Type
198. Person Home Street Direction
199. Person Home Street Name
200. Person Home Street Number
201. Person Home X Coordinate
202. Person Home Y Coordinate
203. Person Home City
204. Person Home State
205. Person Home Zip Code
206. Person Home Zone
207. Person Home District
208. Person Work Phone Number
209. Person Work Location Apartment Number
210. Person Work Location Cross Street Direction
211. Person Work Cross Street Name
212. Person Work PO Box
213. Person Work Street Type
214. Person Work Street Direction
215. Person Work Street Name
216. Person Work Street Number
217. Person Work X Coordinate
218. Person Work Y Coordinate
219. Person Work City
220. Person Work State
221. Person Work Zip Code
222. Person Work Zone
223. Person Work District
224. Person Employment Status Date
225. Person Employment Start Date
226. Person Employment Occupation
227. Person Employment Status

	228. Person SSN 229. Person DL Number 230. Person DL State 231. Person DL Expiration 232. Person DL Issue Date 233. Person DL Description 234. Person DL Class 235. Person FBI Number 236. Person SID Number 237. Person SID State 238. Person NID 239. Warrant Number 240. Warrant Date 241. Warrant Time 242. Warrant Narrative 243. Warrant Last Modified Date 244. Warrant Approved/Validated Date 245. Warrant Charge Count 246. Warrant Charge Description 247. Warrant Statute 248. Warrant Statute Section 249. Warrant UCR Code 250. Warrant Highest Charge Flag 251. Arrest Number 252. Arrest Activity Type Group A or B Arrest 253. Arrest Date 254. Arrest Time 255. Arrest Narrative 256. Arrest Last Modified Date 257. Arrest Approved or Validated 258. Arrest Sequence Number 259. Arrest Subject County Code 260. Arrest Warrant Signed by Code 261. Arrest Type Code 262. Arrestee Weapon Code
Data Format(s):	XML
External System Interface:	N/A
Third Party Interface Details:	N/A
No. Data Elements:	262
Data Flow:	TPS RMS to LEADR
Data Flow Details:	One way export on information from TPS RMS to LEADR, controlled by the client through the TPS administrative interface UI. Sent using TPS Web Service to specified LEADR URL.
Data Exchange Frequency:	Export frequency determined by client.

Data Exchange Frequency Details:	Export frequency and information to be exported determined by client in the TPS administrative interface UI. Client has the option to export a date range, specific files or specific record numbers. Additionally the client can determine whether or not the send secure incidents or not, from within the TPS administrative interface UI.
Transport(s):	Web Service
Platform:	
Other Technical Specifications:	
Tyler Responsibilities:	Tyler will install the LEADR interface and TPS administrative interface UI. Tyler will provide an XML format export of information to LEADR's XSD specifications. Tyler will train the client on set-up and use of the TPS Administrative Interface UI.
Client and 3 rd -Party Responsibilities:	<p>Client is responsible for purchasing and/or licensing the TPS LEADR Interface.</p> <p>Client is responsible purchasing and/or licensing of LEADR software.</p> <p>The LEADR software will need to be installed prior to configuration of the TPS LEADR Interface configuration.</p> <p>Client is responsible for the export of the information through the utilization of the TPS administrative interface UI.</p> <p>LEADR is responsible for the import of XML information sent from TPS LEADR interface.</p>
Links:	<p>http://www.statefusioncenter.com/sc.shtml</p> <p>LEADR Data Map</p>

Attachment E- Conversion Detail

Public Safety Conversion Summary

This document should be used as a summary of what is included in the standard conversion for the Public Safety product. This is a summary description; for a complete description refer to the Tyler Technologies Public Safety Conversion Specification document available upon request.

Client Responsibilities

- Provide data in standard format
- Provide data definition if not provided in standard format
- Provide screen shots
- Review the conversion prior to training and go live
- Sign off on 32 records per converted module prior to go live

Data Converted

The Standard Base Conversion for Public Safety includes the following:

1. Master Files
 - a. Name master- includes mug shots if provided by the client in .jpg format, or imbedded within the name record in a readable format.
 - i. Optionally, conversions can create new name master alerts from converted data for an additional charge; if alerts already exist in the legacy system, conversions will convert them for free or the client can pay the additional charge to have new ones created.
 - b. Address master
 - i. If a client chooses to import a fresh set of addresses or streets into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.
 - c. Vehicle master
2. Arrests
 - a. General information on arrestee
 - b. Offense information
 - i. If a client chooses to import a fresh set of offenses into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.
 - c. Arrestee's employer information
 - d. Contact information (nearest relative)
 - e. Arrestee's vehicle information
 - f. Items taken from arrestee for safekeeping
 - g. Arrest narratives
 - h. Arrest mug shots if provided by the client in .jpg format, or imbedded within the name record in a readable format.
3. Incidents

- a. General information on the incident location, status, officers involved, dates and complainant
 - i. The client can do a cross reference for the "Close Type" field if requested during scheduled client review and before a conversion goes live. Otherwise, any legacy data for this field must be converted as a User Defined Field.
- b. Victims' names, addresses and victim details
- c. Offenses and offense details
 - i. If a client chooses to import a fresh set of offenses into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.
 - ii. If the client's source data for offence locations are text fields and not integer IBR codes, conversions is not responsible for doing a cross reference to fill this field. However, if the client wants this field filled, we can provide a method for the client to do the cross reference.
- d. Subjects and subject types
- e. Victim subject relationships
- f. Incident property includes status, category, description, loss and recovered values and dates, drug types and measure, owner, and disposition of property
 - i. Incident property status codes, in most cases, will need a cross reference to be filled if codes that are non-standard to TPS are inserted. Conversions will provide a method for the client to cross reference this field if applicable.
- g. Vehicle plate, year, make, model, style
- h. Incident narratives
- i. Incident media shots if provided by the client in .jpg format, or imbedded within the incident record in a readable format.
- j. Incident synopses

When purchased Option 1 for conversion of Public Safety data includes the following:

Accidents (Unique by state, different information is required by each state) If it is a state that has never been converted before it takes more time to develop. Listed below are items that might be included depending on the state format required.

1. General accident details, date, time, # vehicles, # injuries, accident type, location (road or intersection), EMS information
 - a. The "Acc. Type" field will need a cross reference if filled with codes that are non-standard to TPS. Conversions will provide a method for the client to cross reference this field if applicable.
2. Units Information
 - a. Vehicle description
 - b. Driver/Pedestrian/Vehicle owner descriptions
 - c. Factors such as vehicle maneuvers, traffic control, contributing factors
 - d. Commercial vehicle information
3. Conditions/damage other than vehicles
 - a. Weather, light, and surface conditions
 - b. Road defects and character
4. Occupants of vehicles
 - a. Seat position

- b. Ejection
 - c. Safety equipment
- 5. Witness information
- 6. Citations given
- 7. Remarks from investigator
- 8. Accident diagrams (Diagrams can only be converted to display on the accident report if they are provided in Easy Street Draw or Scene PD) any other diagrams can be converted as regular media if they are provided in .jpg or .bmp or a standard graphic image. Images built by third party proprietary software must be converted to .jpg or .bmp by the legacy vendor.
- 9. Accident Images (as stated above media must be provided in .jpg or .bmp or a standard graphic image.)

When purchased Option 2 for conversion of Public Safety data includes the following: **Warrants**

- 1. General Information on warrantee, warrant status, bond, disposition.
- 2. Violations, dispositions, pleas
 - a. If a client chooses to import a fresh set of offenses into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.
- 3. Associated vehicle
- 4. Media images if provided in standard format

When purchased Option 3 for conversion of Public Safety data includes the following: **Calls for Service**

- 1. Caller/location/call type/priority/dispatcher information
- 2. Vehicle information/Wrecker detail
- 3. Officer assignment detail
- 4. Subject detail
- 5. Media images if provided in standard format

When purchased Option 4 for conversion of Public Safety data includes the following: **Citations**

- 1. General citation information
- 2. Violation detail
 - a. If a client chooses to import a fresh set of offenses into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.
- 3. Court status, date, and notes

When purchased Option 5 for conversion of Public Safety data includes the following: **Pawn Tickets**

- 1. Property master File
- 2. Pawn ticket information and comments
- 3. Detail item descriptions

When purchased Option 6 for conversion of Public Safety data includes the following: **Property Room**

- 1. Property master File
- 2. Property details by case
- 3. Custody (check-in and check-out information)
- 4. Property id and location

When purchased Option 7 for conversion of Public Safety data includes the following: **Jail**

- 1. General information

2. Offense information
 - a. If a client chooses to import a fresh set of offenses into TPS instead of using the converted ones, conversions is not responsible for doing a cross reference from the converted data to the new data loaded into TPS.

3. Employer information
4. Contact information
5. Release information

When purchased Option 8 for conversion of Public Safety data includes the following: **Intelligence**

1. General information
2. Transactions
3. Vehicle information

When purchased Option 9 for conversion of Public Safety data includes the following: **Field Interview Cards**

1. General information

When purchased Option 10 for conversion of Public Safety data includes the follow: **Sex Offender**

1. General Information

When purchased Option 11 for conversion of Public Safety data includes the follow: **House Watch**

1. General Information

When purchased Option 12 for conversion of Public Safety data includes the follow: **Impounds**

1. General Information

When purchased Option 13 for conversion of Public Safety data includes the follow: **Bicycle Registration**

1. General Information

When purchased Option 14 for conversion of Public Safety data includes the follow: **Pet Registration**

1. General Information

When purchased Option 15 for conversion of Public Safety data includes the follow: **Alarm Permits**

1. General Information

When purchased Option 16 for conversion of Public Safety data includes the follow: **Personnel Records**

1. General Information
2. Note: A personnel conversion does not include department property or training data; these items must be ordered separately.

When purchased Option 17 for conversion of Public Safety data includes the follow: **Proximity Restrictions**

1. General Information

When purchased Option 18 for conversion of Public Safety data includes the follow: **TPS Rolodex**

1. General Information

Data Extract

The standard conversion includes converting from a single source of data, if data is stored in multiple databases OR databases and additional files custom conversion services may be required. The data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text file(s)); pipe delimited is preferred
- Excel spreadsheets - with flat data, not grouped like a report
- Media must be in .jpg or .bmp format or imbedded in a record in a readable format that can be tested prior to Tyler committing to conversion. Images built by third party proprietary software must be converted to .jpg or .bmp by the legacy vendor.

The screen shots and balancing reports need to be provided to Tyler at the same time as the data, if not an additional data pull may be required which may result in a delay in schedule.

It is important to understand that the conversion will not 'rehabilitate' old data. The adage "garbage in, garbage out" certainly applies for data conversions. **The conversion process does not clean up or correct problems in old data; data is converted one-to-one.** For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your project manager to assist in preparing a work order for these services.

The following are a few examples of items that are not included in the standard conversion.

- Cross referencing data-such as combining multiple vehicle models into one
- Converting records with counts of less than 250
- Running more than 3 iterations of converted data
- Data cleaning-including but not limited to name clean up, data fixes
- Converting from multiple sources of data
- Tyler assisting in data extraction from legacy system
- Tyler defining file layout if it is not provided
- Changing configuration after sign off
- Media in a nonstandard format
- Narratives in a nonstandard format
- Converting fields with counts less than 0.5% of valid data in the table unless data is required by state

Court Conversion Summary

This document should be used as a summary of what is included in the standard conversion for the Court product. This is a summary description; a complete description is available in the Tyler Technologies Court Conversion Specification document available upon request.

Client Responsibilities

- Provide data in standard format described below
- Provide balancing reports
- Provide screen shots
- Review the conversion prior to training and go live

Data Converted

The Standard Base Conversion for Court includes the following:

- | | |
|----------------|----------------------|
| • Names | • Violation |
| • Name Address | • Violation Status |
| • Name Phone | • Violation Comments |
| • Name Note | • Witness |
| • Vehicle | • Violation Attorney |
| • Officer | • Offense Code |
| • Citation | • |

When purchased Option 1 for conversion of Court data includes the following:

- Warrant – only those associated with a citation
- Warrant Charge
- Non Compliance – req.
- Judgment

When purchased Option 2 for conversion of Court data includes the following, only converted for open cases:

- Fee Instance
- Transaction
- Bond
- Payment Plan
- Restitution

When purchased Option 3 for conversion of Court data includes the following:

- Probation

When purchased Option 4 for conversion of Court data includes the following:

- Caseless/Orphaned Warrants

Data Extract

The standard conversion includes converting from a single source of data, if data is stored in multiple databases OR databases and additional files custom conversion services may be required. The data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text file(s)); pipe delimited is preferred
- Excel spreadsheets - with flat data, not grouped like a report

The screen shots and balancing reports need to be provided to Tyler at the same time as the data, if not an additional data pull may be required which may result in a delay in schedule.

It is important to understand that the conversion will not 'rehabilitate' old data. The adage "garbage in, garbage out" certainly applies for data conversions. **The conversion process does not clean up or correct problems in old data; data is converted one-to-one.** For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your project manager to assist in preparing a work order for these services.

The following are a few examples of items that are not included in the standard conversion. The following can be addressed through custom conversion services:

- Cross referencing data – such as combining multiple Vehicle Models into one
- Converting records with counts of less than 250
- Running more than the 3 standard conversions
- Data cleaning – including but not limited to name clean up, data fixes
- Converting from multiple sources of data
- Tyler assisting in data extraction from legacy system
- Tyler defining file layout if it is not provided
- Changing configuration after sign off

Attachment F- Customizations

Customization TITAN Interface

Customization Name:

Date:

Client: Brentwood Police Department

Product Line: TPS

Product Manager:

CONTRACT / SOW SCOPE

Interface to state accident report system – TITAN.

Customization LiveScan Interface

Customization Name:

Date:

Client: Brentwood Police Department

Product Line: TPS

Product Manager:

CONTRACT / SOW SCOPE

Livescan Interface to City's current provider – MorphoTrust.

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-42 - Approval of Service Contract with Communications Group, Inc. (d/b/a CommTech) for Radio/911 Services

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Resolution 2020-42 - Approval of Service Contract with Communications Group, Inc. (d/b/a CommTech) for Radio/911 Services

Background

The City of Brentwood has been doing business with CommTech, a Nashville based company, since 1986 for providing various communication services including:

- Two-way radio systems
- 911 Phone System
- Outdoor Warning Siren System
- Water Department's wireless meter reading system
- Water Department's supervisory control and data acquisition (SCADA) for the water systems
- Installation of technology equipment in city vehicles, buildings and tower sites
- Locution Fire Station Alerting System
- Mobile Gateway devices
- Radio Tower repair work

Since we changed over to Motorola for the City's primary radio system functions, the radio services previously provided by CommTech are no longer needed; however, they are still the primary provider for many of the key communication components. Some of these include 911 Phone System, Outdoor Warning Siren System, Water Department's wireless meter reading system and SCADA, radio tower repair work, and the installation of Mobile Gateway devices.

Their previous contract expired in December 2019. The new contract for 911 System service fee is \$650 per month (an increase of \$192 per month) and the Water Department's SCADA System is \$918 per month (an increase of \$159 per month).

This does not include other service that are required as needed that are billed based on the following hourly rates:

Vehicle Equipment Install	\$95.00
Onsite service (outside of contract)	\$95.00
Tower Maintenance / Install	Quote
Custom Engineering	\$125.00
Software Maintenance	\$125.00
Outdoor Warning System (plus parts)	\$95.00

Because CommTech is the only local provider for the 911 system and water SCADA system, it is staff's opinion that competitive bidding is impracticable and CommTech is essentially a sole source provider.

Please contact the Technology Director with any questions.

Staff Recommendation

Technology staff recommend approval of maintenance contract.

Fiscal Impact

Amount : \$11,016

Source of Funds: Water

Account Number: 412-52310-82620

Fiscal Impact:

Water SCADA System monthly fee will be \$918.00 with any software maintenance billed at \$125 per hour. These fees will be paid out of Water Services Department's budget.

Amount : \$7,800

Source of Funds: ECD

Account Number: 450-91100-82620

Fiscal Impact:

The 911 PSAP and Accessories monthly fee will be \$650 with any software maintenance billed at \$125 per hour.

Attachments

Resolution 2020-42

RESOLUTION 2020-42

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND COMMTECH, A DIVISION OF COMMUNICATIONS
GROUP, INC. FOR RADIO/911 SERVICES, A COPY OF SAID AGREEMENT
BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY
REFERENCE**

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and CommTech, a division of Communications Group, Inc. for radio/911 services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



A DIVISION OF COMMUNICATIONS GROUP, INC.
441 DONELSON PIKE, SUITE 420
NASHVILLE, TN 37214
(615) 889-4756

SERVICE CONTRACT
COB Contract No. 2020-056

CommTech, a division of Communications Group, Inc. (hereinafter referred to as "CT"), agrees, for the period of this contract to provide the services listed below, in accordance with the provisions as specified in the attached entitled "Provisions of the Communications Service Contract", to the communications equipment listed in the Service Schedule attached for the City of Brentwood (hereinafter referred to as "City"), whose principal place of business is:

City of Brentwood
5211 Maryland Way
Brentwood, TN. 37207

CT and the City enter into this Contract on the date signed below.

1. PREVENTATIVE MAINTENANCE

CT will, in accordance with standard practice, inspect the communications equipment listed in the schedule attached hereto and made a part hereof, and make such repairs, adjustments and replacements of components (excluding such components as supplied by customer technology department) as may be necessary to maintain the equipment. Preventative maintenance inspections will be rendered to the equipment by a service representative during normal working hours as published by CT, at the locations listed in the attached schedule during each year or any extensions thereof. These inspections will be scheduled by CT and will include transmitter measurements consisting of frequency measurements, deviation measurements, and power measurements, as may be required from time to time by the Federal Communications Commission.

2. EMERGENCY SERVICE

- a. Base/Repeater station(s) - Upon receipt of notice of the failure of the base/repeater station equipment, listed in the attached schedule, to function properly while in normal usage, CT will promptly assign a service representative to make repairs or adjustments as required to place the base station(s) in normal operating condition. This service will be provided at any time, as often as required, during the term of the contract without additional charge.
- b. Mobile or Portable Unit(s) - Upon receipt of notice of the failure of a mobile or

portable unit(s) listed in the attached schedule to function properly while in normal usage, CT will, during normal working hours, promptly assign a service representative to make repairs or adjustments to the mobile or portable unit(s), and place back in normal operating condition. This service will be provided as often as required during normal work hours, and customary workweek without additional charge, at the locations listed in the attached schedule. Emergency repairs to mobile and accessory equipment will be made outside of normal business hours upon request, subject to prior commitment, and billed in accordance with CT's prevailing rates.

3. DEMAND SERVICE

Reinstallation of existing equipment in other vehicles or at a location other than those listed in the attached schedule, installation of additional equipment, service of towers, tower lights, antennas, transmission lines, repairs of equipment caused by other than normal usage, and other additional services not provided for under this agreement, will be furnished by CT at its prevailing service, parts and/or equipment rates.

4. REPLACEMENT PARTS

CT will exchange and replace parts of the equipment, when such replacement is made necessary solely through normal and proper use of the equipment, excluding inter-apparatus conduit wiring, connecting cables, antennas, fixed station antenna systems, warning lights, co-axial lines, batteries, microphones, speaker microphones and carrying cases.

5. GENERAL PROVISIONS

- a. CT will perform the above services and the Customer agrees that in connection therewith, CT does not assume responsibility for delays or failure in furnishing parts or services hereunder caused by Acts of God, Government strikes, failure of transportation and causes beyond the control of CT, or from interruption in the operation of equipment serviced hereunder, or for any cause beyond the control of CT.
- b. The extent of preventative maintenance repairs and equipment adjustments made hereunder, will be subject to the time such equipment is made available by the Customer for such purposes during normal working hours. Service charges under this contract will continue in effect during the time equipment is removed for repairs.
- c. CT will provide the service and maintenance herein for mobiles at the Customers location(s) specified in the attached schedule, provided the Customer makes available necessary keys to secured spaces in which equipment may be located, and maintains sufficient work space adjacent to the location of said equipment with suitable facilities including electric power, ventilation, heat and light.
- d. This agreement shall be continued for additional monthly periods after the initial term specified in the contract hereof provided, however, that either party may terminate this agreement by notice, in writing, given to the other not less the thirty (30) days prior to the end of such initial term or thirty (30) days prior to the end of any

subsequent monthly period.

- e. If CT finds it necessary to revise rates for the services provided herein, CT will give Customer written notice thereof at least sixty (60) days prior to the end of the then yearly period, and such revised rates shall become effective upon the beginning of the ensuing yearly period, provided however, that in such event the Customer may, at his option, by giving written notice to CT within thirty (30) days after Customer's receipt of such notice, cancel this agreement without liability to either party.
- f. The above rates do not include state or local taxes based upon or measured by sales or use of equipment listed in the attached schedule. Customer agrees to pay any such taxes which are in effect at the time of monthly billings for services herein provide, unless suitable tax exemption certificates are furnished to CT. Such taxes payable hereunder will be included in monthly billings rendered hereunder.
- g. This contract covers equipment in the attached schedule and such additional equipment thereafter installed as part of the communications system, provided that any additional equipment installed by other, shall be subject to inspection by CT to determine if it is in normal operating condition, CT shall restore it to normal operating condition at its prevailing rates. CT will issue to the Customer, a new schedule listing such equipment and the new schedule will become part of this contract, superseding previous schedules. The contract price will then be increased in accordance with unit rates listed in the attached schedule and the effective date of such increased price will be the first day of the contract month following completion of the installation of the said additional equipment.
- h. If circuit or component adjustments, or alterations become necessary as a result of changes in transmission standard, changes in or additions to band assignments by the U. S. Government, or the licensing of communications systems by the Federal Communications Commission, or become desirable due to progress in the technical art, such work, if technically feasible, will be performed by CT for the Customer upon request, as promptly as possible, at CT's prevailing rates for labor and materials.
- i. If the communications equipment has been altered or repaired by others in any way that in the opinion of CT alters reliability or detracts from the performance thereof, or if the communication equipment has been subjected to misuse through negligence or otherwise, CT will submit to the Customer a description of the work to be done and will request the Customer's consent to restore the communications equipment to normal operating condition at CT's prevailing rates for labor and materials. If the Customer does not agree to have CT restore the communication equipment to normal operating condition, CT shall have the right to terminate its obligations under this contract.
- j. CT shall assume liability with respect to the installation, service, and maintenance of motor generators, batteries, or devices required or used for furnishing power to the communications equipment, only when such power supplies are itemized in the attached schedule. CT does not assume responsibility for signal strength, signal to interference ratios and/or signal conditions beyond the control of CT.

- k. This agreement does not cover service, maintenance or repair necessitated by losses or damage resulting from any cause beyond the control of CT, including but not limited to, loss incurred in transportation, or loss due to fire, water, windstorm, hail, lightning, earthquake, riot, theft, or any other cause originating outside of the communications system. With respect to any such loss or damage, CT will submit to the Customer a description of the work to be done and request Customer's consent to restore the communications equipment to normal operating condition at CT's prevailing rates for labor and materials. If Customer does not agree to have CT restore the equipment to normal operating condition, CT shall have the right to terminate its obligations under this contract.

6. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that CT has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

7. PERMITS

Any and all permits necessary for the execution of the work shall be secured by CT; fees will be waived for permits issued by the City of Brentwood.

8. PROTECTION

Whenever the conditions, laws, ordinances or regulations require, Contractor shall furnish and maintain, at its own expense and cost, guard fences, barriers, cones and such additional measures of protection as may be required to provide safe conditions at all times. CT is also responsible for moving, protecting, covering or otherwise protecting city equipment, facilities and/or furnishings in and around the areas where work will be performed by CT. This includes areas used for access to the work locations.

9. CONSENT TO TRANSFER

Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve Contractor from any of its obligations and liabilities under this Contract.

10. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

11. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

12. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

13. INSPECTIONS

All work done by Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. Contractor shall provide reasonable and necessary opportunities for inspection of the work. Work shall not proceed until Contractor has made timely demand upon City's Representative for, and has received from such Representative, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions.

14. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

15. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to his approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence

Contractor may purchase at its own expense such additional or other insurance protection as it may deem

necessary. Maintenance of the required minimum insurance protection does not relieve CT of responsibility for any losses not covered by the above required policies. Contractor acknowledges that the City is not liable for the safety, security or condition of CT's equipment or materials.

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by CT under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

16. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.


Term and compensation: This Contract is for a period of three (3) years, beginning on June 1, 2020.

It is agreed that the customer will pay in advance for the above services as provided in Appendix A. *A discount of an amount equal to one month's rate will be issued if the full annual payment is made at the beginning of each contract year.*

THIS AGREEMENT shall not become effective until signed by both parties.

Accepted this May 11th, 2020

CommTech

By: 
Title: Sales Manager Pres.

Accepted this May 11th, 2020

City of Brentwood

By: _____
Title: _____

Appendix A – Service Fee Schedule

1. Brentwood Water SCADA System – (Base station/Repeater shall be maintained 24 hours per day 7 days per week.)

Base station and Base and accessories fee schedule

Qty	Site/Device	Fee	Extended
1	SCADA Repeater (REL)	\$30.00	\$30.00
40	SCADA RTU Sites	\$20.00	\$800.00
1	SCADA Core Site	\$28.00	\$28.00
2	Microwave Links	\$30.00	\$60.00
1	Software Maintenance (Per Hour)	\$125.00	
Monthly Fee			\$918.00

Note: The current “Lookout” software used in the SCADA system is well out of support by the manufacture, National Instruments. Due to this limitation, CommTech will make the best effort to continue to maintain this software as it is currently. CommTech will be under no obligation to maintain or replace this software should it suffer a catastrophic failure.

2. Brentwood Emergency Communications Center (911 Dispatch Center)

911 PSAP and Accessories

Qty	Site/Device	Fee	Extended
1	Zetron 911 PSAP	\$650	\$650.00
1	Software Maintenance (Per Hour)	\$125	
Monthly Fee *			\$650.00

**Note: Contract based on City of Brentwood maintaining the “PSP Plan” with Zetron support which does not cover the dispatch “position” computers as supplied by Brentwood technology department.*

3. General Services fees a used as needed

Qty	Site/Device	Hourly Fee
1	Vehicle Equipment Install	\$95.00
1	Onsite service (outside of contract)	\$95.00
1	Tower Maintenance / Install	Quote
1	Custom Engineering	\$125.00
1	Software Maintenance	\$125.00
1	Outdoor Warning System (plus parts)	\$95.00

Note: Outdoor warning system computer is supplied by the City of Brentwood

This Service Schedule may be amended from time to time in accordance with the basic service contract. Upon modification of this Service Schedule, an addendum will be issued by CT and made a part of the agreement.

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-43 - Approval of Amendment to Agreement with Mallory Valley Utility District for Time Extension

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2020-43 - Approval of Amendment to Agreement with Mallory Valley Utility District for Time Extension

Background

Mallory Valley is requesting to amend the previously approved agreement for an utility easement and to clarify the boundaries of previously installed water utilities at the City's Primm Park as summarized below. The requested amendment alters the time limit established in the Agreement from April 1, 2020 to July 1, 2020. The additional time is being requested "due to unforeseen complications with other projects and the disruption of the COVID-19 pandemic."

When approved last year, the following background information was provided:

As you know, various sections of the City of Brentwood have water service provided by independent utility districts, including Mallory Valley Utility District (MVUD) in the Moore's Lane area and Nolensville/College Grove Utility District (N/CGUD) in east Brentwood. In 2009, in an effort to secure an additional source of water, N/CGUD entered into an agreement with MVUD for the wholesale purchase of water. The point of connection between the two systems was proposed and constructed along Moore's Lane within the City's Primm Park, just east of the entrance to the Nashville Golf & Athletic Club. The project required the two utilities to acquire a permanent easement from the City of Brentwood at this location, which was granted.

The Mallory Valley Utility District recently approached the City requesting an additional easement to accommodate an expansion of the existing metering station and related facilities. The expanded metering station includes construction of a larger meter vault adjacent to the existing meter vault, miscellaneous piping and electrical panel and controls (see attached site map). Some clearing of trees and brush around the area is required, similar to what was cleared during the 2009 construction of the original metering site. Also, this work is outside of the stream mitigation area established by the City in 2016.

MVUD has submitted preliminary plans and a draft easement document for review by City staff and in the course of that review, we noted that some of the MVUD facilities installed during the 2009 project, specifically a section of underground water line, appeared to be located outside of the easement boundary granted by the City at that time. Staff discussed this issue with MVUD staff and their engineer and it was determined that the exact location of the underground facilities couldn't be determined immediately and so therefore MVUD has asked the City if the identification and subsequent correction of easement description can be finalized during construction once the area is excavated. This will allow for a field location of the existing water line segment and allow appropriate changes to be made in a new easement agreement.

Accordingly, MVUD has drafted the enclosed pre-construction agreement, which if approved by the Board, grants MVUD the requested easements to accommodate the construction associated with their proposed improvements project (allows them to move ahead with the work). With the understanding that during the course of the work, MVUD shall identify any underground facilities that may be located outside of existing easement and make corrections to a final easement agreement, which would be approved by this Board prior to completion of construction or April 1, 2020. Staff has reviewed the agreement and is recommending approval. The final easement agreement for this use will be brought before the Board prior to April 1, 2020. Attached for your reference is a site map showing MVUD's proposed facilities. Should you have any questions, please contact Chris Milton, Water Services Director.

Staff Recommendation

Staff recommends approval of the three month time extension to finalize the easement description.

Previous Commission Action

Resolution 2019-90: Approving Agreement with Mallory Valley for Utility Easement associated with metering pit at Primm Park.

Fiscal Impact

Amount : 0

Source of Funds:

Account Number:

Fiscal Impact:

There is no fiscal impact to the City.

Attachments

Resolution 2020-43

Amendment to Agreement

Access Agreement

Location Map

RESOLUTION 2020-43

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND MALLORY VALLEY UTILITY DISTRICT FOR A TIME EXTENSION ON THE CONSTRUCTION OF THE MALLORY VALLEY METERING STATION, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and Mallory Valley Utility District for a time extension on the construction of the Mallory Valley metering station, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

AMENDMENT TO AGREEMENT

The City of Brentwood, Tennessee, hereinafter referred to as “Brentwood,” and Mallory Valley Utility District of Williamson County, Tennessee, hereinafter referred to as “the District,” hereby agree to amend that certain Agreement signed by Mallory Valley on September 26, 2019, and by Brentwood on October 14, 2019 (COB Contract 2019-129), hereinafter referred to as “the Agreement.”

Whereas, Section 3 of the Agreement provides, “On or before April 1, 2020, Mallory Valley will prepare and present to Brentwood an instrument abandoning portions of Mallory Valley’s easement of record in Book 4889, Page 400 of the Williamson County Register of Deeds Office, so as to leave all of Mallory Valley’s water system improvements more or less at the center of an approximately 15-foot wide permanent, exclusive easement.”;

Whereas, in order for Mallory Valley to prepare and present such an instrument, Mallory Valley has to verify the location of its existing water system improvements and complete the construction of additional water system improvements on the subject property, as set forth in Section 2 of the Agreement;

Whereas, Mallory Valley has been unable to perform this work, due to unforeseen complications with other related projects and the disruption of the COVID-19 pandemic; and

Whereas, the parties still wish to carry out the Agreement for their mutual benefit but wish to alter the time limit in Section 3 of the Agreement;

Now, Therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby

acknowledged, the parties do hereby agree as follows:

1. The language of Section 3 of the Agreement is hereby stricken, and the following language is substituted in its place:

3. On or before July 1, 2020, Mallory Valley will prepare and present to Brentwood an instrument abandoning portions of Mallory Valley's easement of record in Book 4889, Page 400 of the Williamson County Register of Deeds Office, so as to leave all of Mallory Valley's water system improvements more or less at the center of an approximately 15-foot wide permanent, exclusive easement. Prior to doing so, Mallory Valley will confer with Brentwood, upon request, on the portions of the easement to be abandoned.

2. Except as specifically amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

3. The invalidity or unenforceability of any provision of this Amendment to Agreement will not affect the validity or enforceability of the remaining provisions.

4. This Amendment to Agreement is governed by the laws of Tennessee, and any dispute or legal action arising out of or related to this Amendment Agreement must be filed in the courts of Williamson County, Tennessee.

5. The parties have participated jointly in the negotiation and drafting of this Amendment to Agreement. This Amendment to Agreement shall not be construed for or against either party based upon authorship.

6. The individuals signing below represent that they have full authority to execute this Amendment to Agreement on behalf of their respective parties; that this Amendment to

Agreement has received any approval required by law from their respective parties; and that this Amendment to Agreement is a legal, valid, and binding agreement. This Amendment to Agreement will be deemed executed when both parties have signed it below.

7. This Amendment to Agreement may be signed in counterparts. Signed copies of this Amendment to Agreement delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

In Witness Whereof, the parties have affixed their signatures as of the dates shown below.

CITY OF BRENTWOOD, TENNESSEE

By: _____
Rhea E. Little, III, Mayor

Date: _____

MALLORY VALLEY UTILITY DISTRICT
OF WILLIAMSON COUNTY, TENNESSEE

By: William Bager
~~Ron Coker, President of the Board of~~
~~Commissioners~~ William Bager
Vice President

Date: 4/30/20

AGREEMENT

This Agreement is entered into by and between the City of Brentwood, Tennessee, hereinafter referred to as "Brentwood," and Mallory Valley Utility District of Williamson County, Tennessee, hereinafter referred to as "the District."

Whereas, Brentwood owns real property in Williamson County, Tennessee, known as Map 54, Parcel 35.04 ("the Property");

Whereas, Mallory Valley has permanent, exclusive easements on the Property, of record in Book 1614, Page 678 and Book 4889, Page 400 of the Williamson County Register of Deeds Office;

Whereas, Mallory Valley needs to install additional water system improvements on the Property and has requested additional easements from Brentwood; and

Whereas, a question has arisen as to whether some of Mallory Valley's existing water system improvements on the Property are located within Mallory Valley's easements;

Now, Therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Brentwood will grant Mallory Valley one or more exclusive, permanent easements on the Property to accommodate Mallory Valley's existing and proposed water system improvements before construction begins.
2. In addition to any rights Mallory Valley has under its easements, Brentwood grants Mallory Valley and its employees, agents, and contractors the right to enter upon the Property for the purpose of installing new water system improvements and verifying the location of existing water system improvements.

3. On or before April 1, 2020, Mallory Valley will prepare and present to Brentwood an instrument abandoning portions of Mallory Valley's easement of record in Book 4889, Page 400 of the Williamson County Register of Deeds Office, so as to leave all of Mallory Valley's water system improvements more or less at the center of an approximately 15-foot wide permanent, exclusive easement.

4. This Agreement is not assignable by either party without the written consent of the other party.

5. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

6. This Agreement constitutes the entire agreement of the parties. This Agreement may be modified or amended only by an instrument in writing executed by the parties.

7. This Agreement is governed by the laws of Tennessee, and any dispute or legal action arising out of or related to this Agreement must be filed in the courts of Williamson County, Tennessee.

8. The parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall not be construed for or against either party based upon authorship.

9. The individuals signing below represent that they have full authority to execute this Agreement on behalf of their respective parties; that this Agreement has received any approval required by law from their respective parties; and that this Agreement is a legal, valid, and binding agreement. This Agreement will be deemed executed when both parties have signed it below.

10. This Agreement may be signed in counterparts. Signed copies of this Agreement

delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

In Witness Whereof, the parties have affixed their signatures as of the dates shown below.

CITY OF BRENTWOOD, TENNESSEE

By:

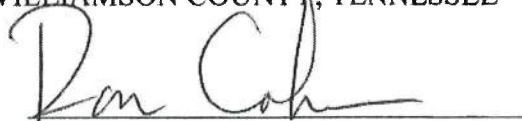

Rhea E. Little, III, Mayor

Date:

10-14-2019

MALLORY VALLEY UTILITY DISTRICT
OF WILLIAMSON COUNTY, TENNESSEE

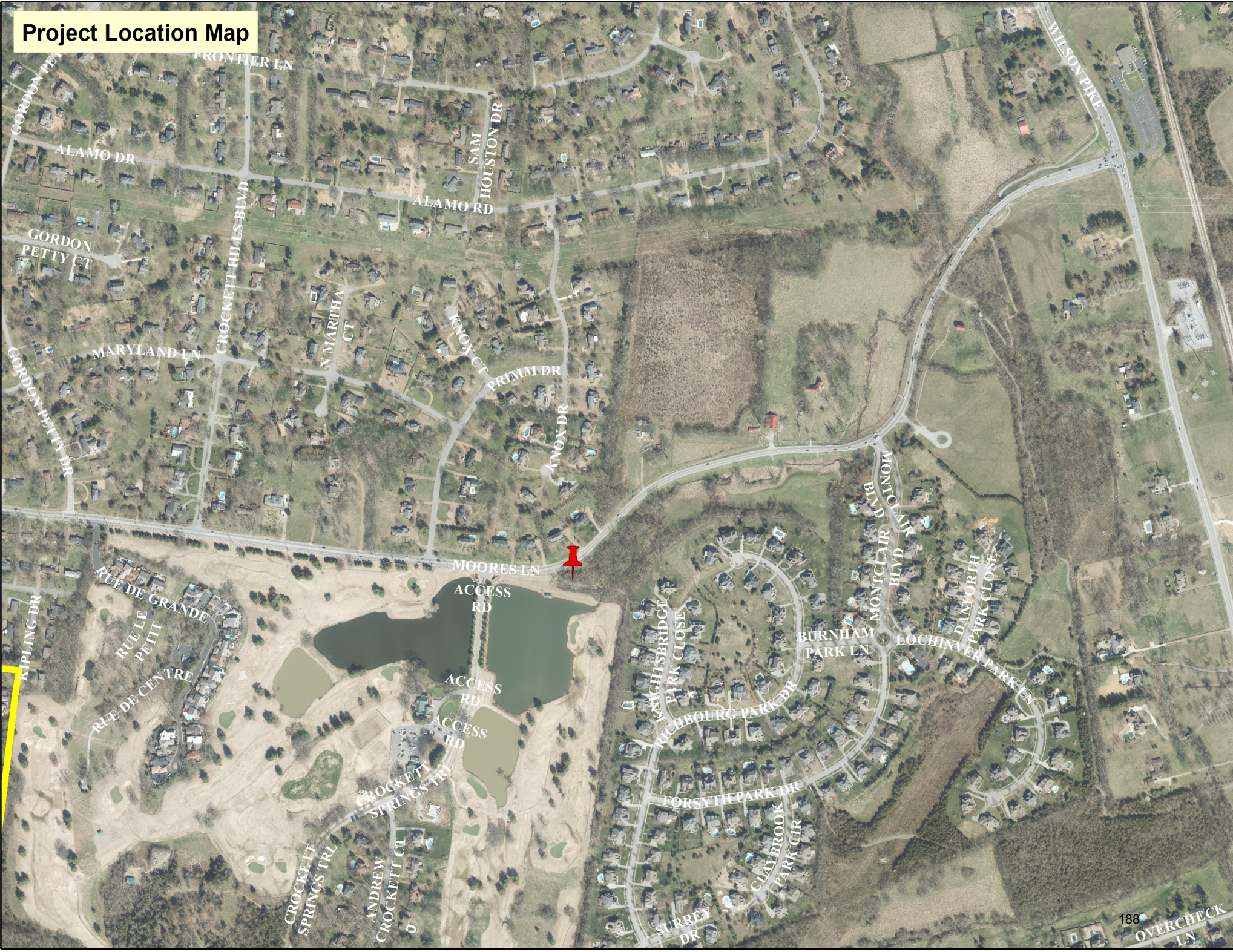
By:


Ron Coker, President of the Board of
Commissioners

Date:

9/26/2019

Project Location Map



Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-45 - Approval of Temporary Changes to the Operating Policies and Procedures for the Historic Homes due to COVID-19

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2020-45 - Approval of temporary changes to the Ravenswood Mansion and Cool Springs House Operating Policies and Procedures due to the COVID-19 pandemic.

Background

Since the middle of March, the City of Brentwood has been operating its Historic Homes in compliance with the Executive Orders issued by Tennessee Governor Bill Lee in response to the COVID-19 pandemic. The State's orders began with the State of Emergency declared on March 12 by Executive Order, No. 14, and a series of progressively restrictive Executive Orders followed in an attempt to contain the spread of the COVID-19 virus. The City of Brentwood declared a State of Emergency on March 20 and operated under such until April 24, when the Governor issued Executive Order No. 29 that partially reopened dine-in restaurants. During Brentwood's State of Emergency, City staff worked with historic home clients to either cancel or postpone events at the client's choice. For those that the City canceled, full refunds were provided.

Executive Order No. 30, issued April 28, further relaxes some of the previous restrictions but still prohibits gatherings of ten (10) or more persons and strongly encourages the postponement of weddings and similar celebrations, or attendance by only close family members. The effect of this order is to confirm that Brentwood must continue to prohibit events of ten (10) or more persons at the historic homes until at least the end of May.

Up until now the modifications to the City's policies regarding events at the historic homes due to COVID-19 have been a function of the City Manager's authority while under a formal State of Emergency. Now that the City's State of Emergency has expired, it is appropriate for the City Commission to authorize continuance of these temporary policy changes until such time as the virus is no longer a threat to large gatherings at the homes and/or the Governor relaxes his Executive Order regarding larger social gatherings. The policy modifications are outlined below, and will constitute a temporary change to the Ravenswood Mansion and Cool Springs House Operating Policies and Procedures. City staff will ensure any necessary addenda to client contracts are executed accordingly.

The proposed modifications are as follows:

Clients currently booked through June 15: Those who cannot reduce their guest count to ten (10) persons or less are offered a full refund, or they may reschedule under the terms provided below.

Clients currently booked June 16 - July 15, 2020: Full refunds are not provided unless the Governor's order is extended with regard to gatherings of (10) or more persons. If a client feels that they cannot have their event due to the Coronavirus, they may *reschedule* their date(s) under the following guidelines:

- The new date(s) must be within 12 months of the originally contracted date
- Client requests will be subject to venue availability
- If a client chooses a new date that is of *less value* than their original date the client will be refunded the difference
- If a client chooses a date that is of *greater value* than the original date the client must pay the difference.

Clients whose events fall in October, November, and December 2020:

- The City of Brentwood will grant a six-week grace period on any final balances or cancellation deadlines that fall in the months of April, May, and June 2020. Clients' final balances must be paid, or cancellation requests must be submitted in writing to the Event Venue Manager by four and a half months prior to the contract date.
- Should the client fail to pay their final balance, or contact the venue regarding a cancellation, the City will consider the event a cancellation and no refunds will be made.

Due to the evolving nature of the pandemic, staff requests that the City Manager be authorized to further extend these modifications as necessary in response to COVID-19 through December 31, 2020.

Please contact the Community Relations Director or Assistant City Manager with any questions.

Staff Recommendation

Staff recommends approval of the attached resolution adopting the temporary changes to the Operating Policies and Procedures for Ravenswood Mansion and the Cool Springs House.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The fiscal impact of the COVID-19 emergency on the revenues of the historic homes will be substantial. The true extent of the losses cannot be quantified given the uncertain nature of the situation, but it is expected that a minimum 25% revenue loss will be realized.

Attachments

Resolution 2020-45

RESOLUTION 2020-45

A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE OPERATING POLICIES AND PROCEDURES FOR THE HISTORIC HOMES DUE TO COVID-19

WHEREAS, the Board of Commissioners has adopted, by Resolution 2019-95 and Resolution 2019-96, operating policies for Ravenswood Mansion and the Cool Springs House (collectively, “Historic Homes”); and

WHEREAS, these policies provide for certain milestones for rescheduling, cancellation, and payments of reservations; and

WHEREAS, due to COVID-19, many events have had to be cancelled or rescheduled due to limitations on group gatherings by Executive Orders of the Governor of Tennessee; and

WHEREAS, pursuant to the authority granted by the Declaration of State of Emergency issued by the City on March 10, 2020, and its subsequent amendments, the City Manager allowed for certain adjustments to the policies; and

WHEREAS, staff believes it is in the best interest of the City to have the Board of Commissioners ratify its plan for moving forward with such modifications, and to also allow the City Manager the authority to grant such further modifications as may be necessary due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That temporary modifications to the Historic Homes policies shall be approved as follows:

Clients currently booked through June 15: Those who cannot reduce their guest count to ten (10) persons or less are offered a full refund, or they may reschedule under the terms provided below.

Clients currently booked June 16 - July 15, 2020: Full refunds are not provided unless the Governor's order is extended with regard to gatherings of (10) or more persons. If a client feels that they cannot have their event due to the Coronavirus, they may *reschedule* their date(s) under the following guidelines:

- The new date(s) must be within 12 months of the original contract
- Client requests will be subject to venue availability
- If a client chooses a new date for which the booking fee is *less expensive* than their original date the client will be refunded the difference

- If a client chooses a date for which the booking fee is *more expensive* than the original date the client must pay the difference.

Clients whose events fall in October, November, and December 2020:

- The City of Brentwood will grant a six-week grace period on any final balances or cancellation deadlines that fall in the months of April, May, and June 2020. Clients' final balances must be paid, or cancellation requests must be submitted in writing to the Event Venue Manager by four and a half months prior to the contract date.
- Should the client fail to pay their final balance, or contact the venue regarding a cancellation, the City will consider the event a cancellation and no refunds will be made.

SECTION 3. That the City Manager (or his designees) is authorized to extend modifications that are substantially similar to those approved herein should further restrictions on group gatherings be issued by local, state, or federal officials due to COVID-19. This authorization shall be effective through December 31, 2020.

SECTION 4. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-41 - Adoption of Certain Policies and Procedures Related to COVID-19 for City of Brentwood Personnel

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Resolution 2020-41 - Adoption of Certain Policies and Procedures Related to COVID-19 for City of Brentwood Personnel

Background

As you may recall, in response to the COVID-19 emergency, the Families First Coronavirus Response Act (FFCRA) was signed into law by President Trump on March 18, 2020. The provisions of the act became effective April 1, 2020, and will continue until December 31, 2020, unless otherwise modified by Congress. The Act extends leave and pay benefits to certain employees due to disruptions caused by the Coronavirus emergency. The Act applies to the City and its employees, but does provide that the City may exempt emergency responders from the FFCRA.

The FFCRA provides for both the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act.

Under the Emergency Paid Sick Leave Act employees are eligible for the following:

1. Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.
2. The employee may also qualify for this leave, paid at two thirds (2/3) the normal rate, if the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

Under the Emergency Family and Medical Leave Expansion Act employees are eligible for up to 12 weeks of family and medical leave at two thirds (2/3) the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19 and telework is not an option. During the first two weeks of leave, an employee may be unpaid, use vacation or comp. time, sick leave bank, or if applicable use the two (2) weeks of pay under the Emergency Paid Sick Leave Act.

Due to the concerns about adequate staffing in our public safety departments, the City Manager, acting under the authority delegated to him by the City's Declaration of State of Emergency, opted to exclude first responders from the City's application of the FFCRA to our employees. However, a separate policy (the City of Brentwood COVID-19 Emergency Responder Leave Policy) was prepared to extend nearly identical benefits to those first responders. The primary difference is that under the City's Emergency Responder Leave Policy, approval of certain leave is subject to management review of staffing levels and a determination of need. It is the City's intent to accommodate the needs of all employees, including emergency responders and their families, as much as possible.

Attached are charts showing the details of the coverage for both the FFCRA and the Emergency Responder Leave Policy. You will see that as described above, the coverage is nearly identical for both policies. The FFCRA provided that the benefits would end December 31, 2020, and the Emergency Responder Leave Policy will expire at the same time.

You are also aware that there have been some modifications made to staffing of City facilities and operations due to COVID-19. Many employees have been directed to work remotely or split shifts, and some have been unable to work a full shift due to these modifications. Due to this, the City Manager implemented a local option pay policy to ensure that all employees would be paid regardless of their ability to work due to City mandated facility closures or shift modifications and /or the employees' inability to work remotely due to the nature of their job. Ensuring our employees are paid for their regularly scheduled hours during those periods of time when the City had directed modifications to their work schedule or the operation of their worksite is necessary to ensure the City is quickly able to return to full operation at the appropriate time.

While the City Manager has previously communicated the details of these policies to Commissioners, staff feels it would be appropriate to request formal ratification of these temporary policies by the Board of Commissioners, which is charged with establishing personnel rules and policies.

Staff Recommendation

Staff recommends approval of Resolution 2020-41.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

There is no additional impact to the budget due to these policies, as affected employees will only be receiving their budgeted base salary amounts.

Attachments

Resolution 2020-41

Exhibit A - Emergency Responder Leave Act

FFCRA Chart

RESOLUTION 2020-41

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT CERTAIN POLICIES AND PROCEDURES RELATED TO THE COVID-19 CRISIS FOR CITY OF BRENTWOOD PERSONNEL

WHEREAS, in response to the COVID-19 emergency, the Families First Coronavirus Response Act (FFCRA) was signed into law by President Trump on March 18, 2020, and became effective April 1, 2020; and

WHEREAS, the FFCRA provides that employers may exempt first responders from the applicability of the FFCRA; and

WHEREAS, the City desires to exempt first responders from its application of the FFCRA, but understands the importance of providing substantially similar benefits to those exempted employees; and

WHEREAS, due to the COVID-19 crisis, many City employees have been unable to work full shifts due to partial limitations imposed on City facilities and operations; and

WHEREAS, pursuant to the authority granted by the Declaration of State of Emergency issued by the City on March 10, 2020, and its subsequent amendments, the City Manager implemented the City of Brentwood COVID-19 Emergency Responder Leave Policy, effective April 1, 2020, and also implemented a policy whereby all employees would be paid regardless of their ability to work due to City facility closures and/or the employees' inability to work remotely; and

WHEREAS, pursuant to Section 2-100 of the Brentwood Municipal Code, the Board of Commissioners is to establish rules and regulations to provide normal, orderly and uniform policies and procedures for employees of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the City of Brentwood hereby exempts first responders from its application of the Families First Coronavirus Act. "First responders" for the purposes of this exemption includes sworn/uniformed emergency responders in the Police Department (and Emergency Communications) and the Fire and Rescue Department.

SECTION 2. COVID-19 Emergency Responder Leave Policy ("Policy"), attached to this Resolution as Exhibit A, is hereby ratified and adopted.

SECTION 3. That the Policy is effective retroactive to April 1, 2020 and shall expire December 31, 2020.

SECTION 5. That the City Manager and Human Resources Director (or their designees) are authorized to administer the Policy and shall have the authority to develop forms or other documentation necessary to carry out the Policy.

SECTION 6. That the City Manager and Human Resources Director (or their designees) are authorized to implement local option pay for all employees unable to work (or work remotely) due to City facility or operational changes due to COVID-19.

SECTION 7. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

City of Brentwood COVID-19 Emergency Responder Leave Policy

The City of Brentwood will apply the following benefits beginning March 30, 2020 and ending December 31, 2020, unless subsequently modified. This policy applies solely to sworn/uniformed emergency responders in the Police Department (including Emergency Communications) and Fire and Rescue Department. The below is designed to be comparable to the Families First Coronavirus Act, with the exception of guaranteed leave for the purpose of caring for children whose school/childcare facility is closed. See highlighting.

	Emergency Paid Sick Leave (comparable to EPSLA) Paid leave for weeks 1 & 2	Family Leave Provisions (comparable to EFMLEA) Public Health Emergency Leave Unpaid leave for weeks 1 and 2; paid leave for weeks 3 through 12
Eligibility	Employees do not have to be employed for a specific amount of time.	Employees who have been employed for at least 30 calendar days.
Hours/Weeks	Full time employees receive 80 hours. Part time employees receive the number of hours equal to the average number of hours they work over a two-week period.	Employees receive 12 weeks total (weeks 1 and 2 overlap EPSLA, but are unpaid under EFMLA). Part time employees receive the number of hours equal to the average number of hours they work over a two-week period.
Applicability	<p>(1) Employee subject to a Federal, State, or local quarantine order related to the Coronavirus.</p> <p>(2) Employee has been advised by a health care provider to self-quarantine due to concerns related to the Coronavirus.</p> <p>(3) Employee is experiencing symptoms of Coronavirus and is seeking a medical diagnosis.</p> <p>(4) Employee is caring for an individual who is subject to (1) or (2).</p> <p>(5) Employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable due to Coronavirus precautions. *</p> <p>(6) Employee is experiencing any other substantially similar condition specified by the Secretary of the U.S. Department of Health & Human Services.</p>	Employee is unable to work or telework, because they must care for a son or daughter under the age of 18 because their school or place of care has been closed, or the son or daughter's childcare provider is unavailable, because of a public health emergency.*
Pay	<ul style="list-style-type: none"> • If employees take EPSL for the purposes listed under (1), (2), and (3) above, they receive their regular rate of pay. However, an employee's pay cannot exceed \$511 per day and \$5,110 in total. • For leave taken for the purposes listed under (4), (5), and (6) above, an employee receives 2/3 of this regular rate of pay. However, it cannot exceed \$200 daily and \$2,000 in total. • Hour calculation for irregular schedules will use a 6-month average. 	<ul style="list-style-type: none"> • Initial 10 days (2 weeks) may be unpaid. From the 11th day (3rd week) onward, employer must provide paid leave of at least 2/3 the employee's "regular rate of pay" for the number of hours the employee would have been regularly scheduled to work. • Hour calculation for irregular schedules will use a 6-month average. • Caps - \$200 per day and \$10,000 in total.
Combining with Other Paid Leaves	Employees can use other paid leaves with EPSL so they receive their full pay.	<ul style="list-style-type: none"> • Employees have the right to determine whether they want to use any paid leaves, including EPSL, during the first 10 days. • For the 3rd week onward, employees may choose to use 1/3 of their other paid leaves along with this leave so they receive their full pay.
Relationship with Other Leaves	The City will not require you to use other paid leaves before this leave.	Employees are still entitled up to a maximum of 12 weeks of FMLA leave. If an employee already used their FMLA leave, the Act itself does not provide them another period of it.

* Approval for leave under this provision is subject to departmental staffing requirements and determination of necessity by Police/Fire Chief.

The Families First Coronavirus Response Act

The City will apply the following benefits beginning March 30, 2020 and ending December 31, 2020, unless otherwise modified by Congress. *Note that these provisions do not apply to first responders.* Please see the City of Brentwood COVID-19 First Responder Leave Policy for applicable provisions.

	Emergency Paid Sick Leave Act (EPSLA) Paid leave for weeks 1 & 2	Emergency Family Medical Leave Expansion Act (EFMLEA) Public Health Emergency Leave Unpaid leave for weeks 1 and 2; paid leave for weeks 3 through 12
Eligibility	Full and part-time employees. Employees do not have to be employed for a specific amount of time.	Full and part-time employees. Employees must have been employed for at least 30 calendar days.
Hours/Weeks	Full time employees receive 80 hours. Part time employees receive the number of hours equal to average number of hours they work over a two-week period.	Employees receive 12 weeks total (weeks 1 and 2 overlap EPSLA, but are unpaid under EFMLEA). Part time employees receive the number of hours equal to average number of hours they work over a two-week period.
Applicability	(1) Employee subject to a Federal, State, or local quarantine order related to the Coronavirus. (2) Employee has been advised by a health care provider to self-quarantine due to concerns related to the Coronavirus. (3) Employee is experiencing symptoms of Coronavirus and is seeking a medical diagnosis. (4) Employee is caring for an individual who is subject to (1) or (2). (5) Employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable due to Coronavirus precautions. (6) Employee is experiencing any other substantially similar condition specified by the Secretary of the U.S. Department of Health & Human Services.	Employee is unable to work or telework, because they must care for a son or daughter under the age of 18 because their school or place of care has been closed, or the son or daughter's childcare provider is unavailable, because of a public health emergency.
Pay	<ul style="list-style-type: none"> • If employees take EPSL for the purposes listed under (1), (2), and (3) above, they receive their regular rate of pay. However, an employee's pay cannot exceed \$511 per day and \$5,110 in total. • For leave taken for the purposes listed under (4), (5), and (6) above, an employee receives 2/3 of this regular rate of pay. However, it cannot exceed \$200 daily and \$2,000 in total. • Hour calculation for irregular schedules will use a 6-month average. 	<ul style="list-style-type: none"> • Initial 10 days (2 weeks) may be unpaid. From the 11th day (3rd week) onward, employer must provide paid leave of a least 2/3 the employee's "regular rate of pay" for the number of hours the employee would have been regularly scheduled to work. • Hour calculation for irregular schedules will use a 6-month average • Caps - \$200 per day and \$10,000 in total.
Combining with Other Paid Leaves	Employees can use other paid leaves with EPSL so they receive their full pay.	<ul style="list-style-type: none"> • Employees have the right to determine whether they want to use any paid leaves, including EPSL, during the first 10 days. • For the 3rd week onward, employees may choose to use 1/3 of their other paid leaves along with this leave so they receive their full pay.
Relationship with Other Leaves	The City will not require you to use other paid leaves before this leave.	Employees are still entitled up to a maximum of 12 weeks of FMLA leave. If an employee already used their FMLA leave, the Act itself does not provide them another period of it.

Brentwood City Commission Agenda

Meeting Date: 05/11/2020

Resolution 2020-44 - Authorizing Installation of Bike Lanes on Granny White Pike

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2020-44 - Authorizing Installation of Bike Lanes on Granny White Pike

Background

With the scheduled repaving of Granny White Pike before the end of FY 2020 (June 30), staff engaged the services of the engineering firm of Kimley-Horn to explore the feasibility of installation of bike lanes as part of the new striping plan for the road. The bike lanes would run the entire length of the corridor from the new traffic signal at the entrance to Foxland Hall subdivision north to the southern entrance to Brentwood Academy adjacent to Powell Park. Consideration of bike lanes at the time of repaving Granny White Pike was a recommendation in the Bike and Pedestrian Ad Hoc Committee's final report from 2016. Note that consideration of bike lanes was within the existing width of the road. No construction to widen the road was part of this study.

Granny White Pike currently has 36 feet of asphalt with an additional 2 feet of concrete curb on each side for a total of 40 feet width from curb to curb. The current lane configuration on Granny White Pike is three lanes - one northbound lane, one southbound lane, and one center turn lane - with each 12 feet wide. To incorporate bike lanes within the existing 36 feet of asphalt would obviously require modification of the existing lane design. Two bike lane options were identified by Kimley-Horn as follows:

- **Option 1:** Buffered 4' Bike Lanes (11' wide travel lanes, left turn lanes only at intersections)
- **Option 2:** Non-Buffered 3' Bike Lanes (10' wide travel lanes with a center left turn lane through the corridor)

A third option would be to leave the road as currently striped with no bike lanes. See attached exhibit showing all three options.

Given the traffic levels on this road, any change to the lane configuration would have an impact on the residents that live along the corridor as well as those who routinely travel the corridor. City staff hosted a community meeting on February 20 for residents to view the options, ask questions of staff and the engineers, and provide input for consideration

by the City Commission. In addition, various City social media outlets were used to gather additional public input.

All of this input was collected and provided to the City Commission in early March. In a recent work session discussion, there was a clear consensus among Commissioners that Option 1 was not a viable alternative to consider because of the negative impact on traffic flow with removal of the center turn lane along much of the corridor. Therefore, if the Commission wishes to add bike lanes, Option 2 is the only realistic option to consider. Staff believes Option 2 would not have a negative impact on traffic flow, and the narrower driving lanes may have the secondary effect of reducing travel speeds slightly.

During the recent work session, there was discussion about different striping/coloring schemes if Option 2 were implemented. After consultation with the City's pavement marking contractor, staff is recommending use of heavy duty green epoxy paint at targeted locations through intersections as well as green backgrounds for each of the required bike lane symbols (see attached schematic example). The proposed green epoxy paint costs more than standard pavement paint, but will last much longer and maintain its color vibrancy longer, which staff believes is of utmost importance along this corridor.

Staff estimates the additional cost of striping bike lanes along this corridor, including bike lane symbols and the green epoxy paint at targeted locations, to be approximately \$36,000. Note that painting the entire length of the bike lanes green would cost approximately \$380,000, and is not recommended. There was also some discussion about installing rumble strips in the new pavement between the driving lanes and the bike lanes, but staff does not recommend that either.

Staff Recommendation

If the City Commission approves installation of bike lanes on Granny White Pike, staff recommends design Option 2.

Previous Commission Action

N/A

Fiscal Impact

Amount : \$36,000 est.

Source of Funds: Capital Projects Fund

Account Number: 311-43100-1001

Fiscal Impact:

The additional pavement marking cost for including bike lanes as part of the Granny White Pike repaving project is estimated at \$36,000. This includes appropriately spaced bike lane symbols with a green epoxy paint background as well as green epoxy paint in the bike lanes through intersections. There are sufficient funds in the Bike/Pedestrian project in the Capital Projects Fund budget.

Attachments

Resolution 2020-44

Bike Lane Option Layouts

Green Paint Intersection Marking Example

RESOLUTION 2020-44

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE INSTALLATION OF BIKE LANES ON GRANNY WHITE PIKE**

WHEREAS, Granny White Pike is scheduled to be repaved before the end of Fiscal Year 2020;
and

WHEREAS, the consideration of bike lanes at the time of repaving Granny White Pike was a recommendation in the City of Brentwood Bike and Pedestrian Ad Hoc Committee's final report from 2016; and

WHEREAS, the City engaged a traffic engineering study to explore the feasibility for installation of bike lanes as part of the new striping plan for the road, and now recommends the installation of non-buffered three-foot bike lanes with ten-foot-wide travel lanes with a center left turn lane throughout the affected corridor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That non-buffered 3' Bike Lanes (10' wide travel lanes with a center left turn lane through the corridor) are hereby approved for installation on Granny White Pike from the intersection at Foxland Drive to the southern entrance of Brentwood Academy.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

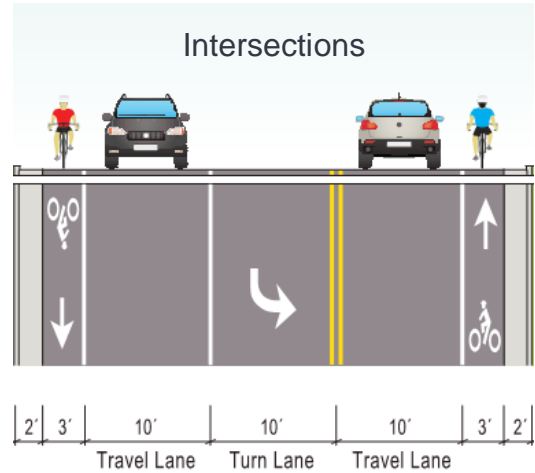
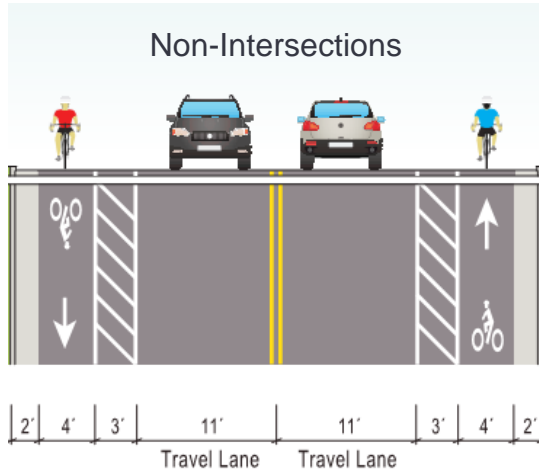
Kristen L. Corn

Granny White Pike Bike Lanes

Foxland Drive to Brentwood Academy

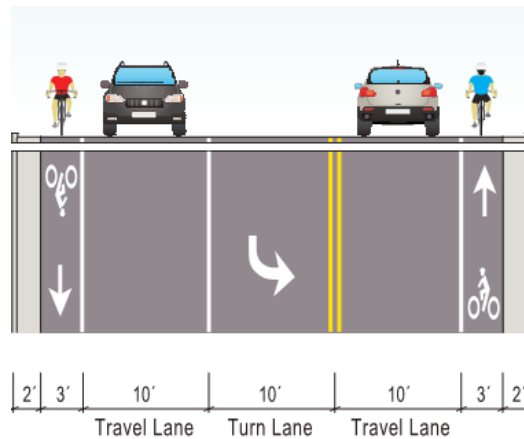
Option 1

Buffered 4' Bike Lanes (11' wide travel lanes, left turn lanes only at intersections)



Option 2

Non-Buffered 3' Bike Lanes (10' wide travel lanes with a center left turn lane through the corridor)



Option 3

No Change (12' wide travel lanes with center left turn lane through the corridor)

