



City Council Study Session Agenda
Virtual Platform
November 3, 2020 at 5:00 p.m.

A. Call to Order

- Pledge of Allegiance

B. Study Agenda

1. 2021 Budget Work Session

C. Adjourn

Shelton City Council
Meeting Agenda
November 3, 2020 at 6:00 p.m.
Virtual Platform

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Consent Agenda (Action)

1. Vouchers numbered 103307 in the amount of \$11,925.03
2. Vouchers numbered 103309 through 103356 in the total amount of \$111,723.78
3. Vouchers numbered 103357 through 103397 in the total amount of \$129,886.35
4. Minutes – Business Meeting of June 16, 2020
5. Mason County Historical Society Museum 3rd Quarter LTAC Report – Written by Executive Director Liz Arbaugh

C. General Public Comment (3-minute time limit)

D. Business Agenda (Study/No Action/Public Comment Taken)

1. ILA with Mason County Fire Protection District No. 5 – Presented by City Manager Jeff Niten

E. Action Agenda (Action/Public Comment Taken)

1. Resolution No. 1175-1020 Apsco Sole Source – Presented by Public Works Director Jay Harris
2. Resolution No. 1179-1020 Tyler ENERGOV – Presented by Administrative Services Director Michelle Sutherland
3. Resolution No. 1180-1020 Right!Systems, Inc. Statement of Work & Retainer – Presented by Administrative Services Director Michelle Sutherland

F. Administration Reports

1. City Manager Report

G. Announcement of Next Meeting – November 17, 2020 at 6:00 p.m.

H. Adjourn

Special Note for Public Participation

The meeting can be viewed at: masonwebtv.com

The public can provide comments by:

Email: jeff.niten@sheltonwa.gov

Telephone: (360) 432-5105

Joining the Zoom meeting by clicking on the link posted on the City Council's webpage

Your comments will be relayed directly to the Council.



2020/21 Looking Ahead

(Items and dates are subject to change)

Tues. 11/17 5:45 p.m.	Special SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Resolution No. SMPD 31-1020 Consideration of the 2021 Ad Valorem (Regular) Levy • Resolution No. SMPD 32-1020 2021 Final Budget • Resolution No. SMPD 30-1020 Establishing Substantial Need for Ad Valorem (Regular) Levy Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 11/6 – 5:00 p.m.
Tues. 11/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Street Maintenance Business Agenda <ul style="list-style-type: none"> • Public Hearing – Ordinance No. 1958-1020 Franchise Agreement – Cascade Natural Gas Action Agenda <ul style="list-style-type: none"> • Public Hearing – Ordinance No. 1953-0820 Consideration of the 2021 Ad Valorem (Regular) & EMS Levy • Public Hearing – Ordinance No. 1954-0820 2021 Preliminary Budget • Resolution No. 1177-1020 Establishing Substantial Need for Ad Valorem (Regular) Levy • Resolution No. 1178-1020 Establishing Substantial Need for Ad Valorem (EMS) Levy • Resolution No. 1174-0920 MTA Parking Lot Final Acceptance • ILA with Mason County Fire & Rescue Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 11/6 – 5:00 p.m.
Tues. 12/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 11/20 – 5:00 p.m.

		Business Agenda <ul style="list-style-type: none"> Public Hearing Ordinance No. 1950-0320 Budget Amendment for 2020 Franchise Agreement – Mason County Action Agenda <ul style="list-style-type: none"> Ordinance No. 1958-1020 Franchise Agreement – Cascade Natural Gas Ordinance No. 1954-0820 2021 Final Budget City Policies C Street Landfill Update Administration Report <ul style="list-style-type: none"> 	
Tues. 12/15 5:50 p.m.	Regular SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Administration Report <ul style="list-style-type: none"> 	Packet Items Due: Fri. 12/4 – 5:00 p.m.
Tues. 12/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Stormwater Update Business Plan 2021 Work Program Business Agenda <ul style="list-style-type: none"> Resolution xxxx-1220 On Call Qualified Pool List Contracts Action Agenda <ul style="list-style-type: none"> Public Hearing Ordinance No. 1950-0320 Budget Amendment for 2020 Franchise Agreement – Mason County Administration Report <ul style="list-style-type: none"> 	Packet Items Due: Fri. 12/4 – 5:00 p.m.
Tues. 12/15 @ end of regular mtg.	Special Council Meeting	Executive Session <ul style="list-style-type: none"> Performance of a Public Employee 	N/A
Tues. 1/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Public Hearing Ordinance 1957-1020 Surplus Computer Equipment Action Agenda <ul style="list-style-type: none"> Resolution xxxx-1220 On Call Qualified Pool List Contracts Administration Report <ul style="list-style-type: none"> 	Packet Items Due: Th. 12/31 – 5:00 p.m.

Tues. 1/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda • Franchise Agreement – PUD #3 Action Agenda <ul style="list-style-type: none"> • Public Hearing Ordinance 1957-1020 Surplus Computer Equipment Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 1/8 – 5:00 p.m.
Tues. 2/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda • Action Agenda • Franchise Agreement – PUD #3 Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 1/22 – 5:00 p.m.
Tues. 2/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 2/5 – 5:00 p.m.
Tues. 3/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 2/19 – 5:00 p.m.
Tues. 3/16 5:50 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda • Administration Report 	Packet Items Due: Fri. 3/5 – 5:00 p.m.
Tues. 3/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations	Packet Items Due: Fri. 3/5 – 5:00 p.m.

		<ul style="list-style-type: none"> • Business Agenda • Action Agenda • Administration Report 	
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Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Outside City Water/Sewer Extensions
- More Standing Committees by the Council

DRAFT

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 103307 in the amount of \$11,925.03 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 13th of October, 2020.

Debi Schreyer
for Accounting Manager
Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers number 103309 through number 103356 in the total amount of \$111,723.78 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 16th of October, 2020.



Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers number 103357 through number 103397 in the total amount of \$129,886.35 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 22nd of October, 2020.

Den Schmitz
For Accounting Manager
Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

June 16, 2020 – 6:00 p.m.

Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Kevin Dorcy
Deputy Mayor Deidre Peterson
James Boad
Megan Fiess
Kathy McDowell
Eric Onisko
Joe Schmit

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Public Works Director Jay Harris
Community Development Director Mark Ziegler
Finance Director Aaron BeMiller
Police Chief Darrin Moody
City Engineer Ken Gill

CALL TO ORDER

Call to order at 6:00 p.m.

Pledge of Allegiance – Deputy Mayor Peterson

Roll Call: All councilmembers present

CONSENT AGENDA

1. Voucher numbered 102337 through 102392 in the amount of \$100,067.25
2. Minutes of Special Meeting – February 11, 2020
3. Minutes of Regular Business Meeting – February 18, 2020

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Fiess to approve the consent agenda. Passed.

There were no late changes to the agenda.

GENERAL PUBLIC COMMENTS

No public comments

PRESENTATIONS

1. 2020 Budget Update-COVID 19 – Presented by Financial Director Aaron BeMiller

There is very little data, from a revenue perspective, on the impacts of COVID-19, and not enough data points to supply more than educated assumptions. The current revenue impact assumptions are conservative and the city is using a phased approach to expenditure reductions based on available data. The City will continue to watch revenue collections closely and adjust revenue impact assumptions as data points allow. A rough total estimated impact is 26% decrease in the general fund and 30% in utility funds. Current revenue impact assumptions are deliberately conservative and the City is using a phased-approach to expenditure reductions based on available data.

City Council commented or asked the following questions:

Is it correct the City should be receiving a revenue forecast from the State on June 17, 2020?



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

June 16, 2020 – 6:00 p.m.

Virtual Platform

City Manager Niten reported the sales tax figures have a two-month lag period in their availability; however, utility payments are accurate to the month.

Does the State break-out internet sales tax?

City Manager Niten reported they do not. A supplemental budget will be brought before City Council in mid-September in order to make budget adjustments that correspond with data that is received.

City Council complemented City Finance Director Aaron BeMiller on his presentation.

Mayor Dorcy recessed from the regular business meeting and opened a public hearing on the Washington State Department of Transportation Six-Year Transportation Improvement Program (TIP).

BUSINESS AGENDA

1. Public Hearing Resolution No. 1159-0620 Washington State Department of Transportation (WSDOT) Six-Year Transportation Improvement Plan (TIP) – Presented by City Engineer Ken Gill

The purpose of the WSDOT Six-Year TIP is to assure that the City has available plans, looking to the future, in carrying out a coordinated transportation program, and for WSDOT to know what projects are anticipated. Washington state law requires the annual adoption of the Six-Year TIP take place after a public hearing, and that it be adopted and submitted to WSDOT within 30 days of its passage. The Six-Year TIP will allow the City to compete for state and federal grants.

Due to the virtual platform, there was a 30-second delay before any decision to allow for public testimony. No public testimony.

City Council concurred to place this item on the July 7, 2020, action agenda.

Mayor Dorcy closed the public hearing and resumed the regular meeting.

ACTION AGENDA

1. Ordinance No. 1948-0120 Parks, Recreation, Open Space and Trails (PROST) Plan – Presented by Community Development Director Mark Ziegler

The Parks, Recreation, Open Space, and Trails (PROST) Plan examines the City's open space assets, and engages the public in determining the level of recreational service being provided. The City of Shelton was found to have a low ratio of park acres to population, and while residents show satisfaction with the City's parks and recreation amenities, they rely upon neighboring communities to meet some of their aquatic recreational needs and to access shorelines. Citywide, the formalization of water access points along Oakland Bay and Goldsborough Creek are proposed. New trails are also recommended, in order to improve walking and bicycling opportunities.



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

June 16, 2020 – 6:00 p.m.

Virtual Platform

City Council commented or asked the following questions:

Were opportunities provided for residents to call-in or submit written comments using avenues other than online?

Written comments were received through a survey, a Spotlight Shelton event, as well as over the counter interaction with staff at City Hall.

Due to the virtual platform of the meeting, there was a 30-second delay before any decision to allow for public comment. No public comment.

City Clerk Nault provided the second reading of Ordinance No. 1948-0120.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko. Passed.

2. Resolution No. 1158-0520 Authorizing Recreation and Conservation Office (RCO) Grant Application – Presented by Community Development Director Mark Ziegler

The Parks, Recreation, Open Space and Trails (PROST) Plan identifies community needs, priority projects, and actions to meet stated goals and objectives. One project, which has been identified in planning documents since 1989, is the expansion of Kneeland Park to include the adjacent property to the west. The 7.28-acre parcel would allow for future development of trails for passive recreation and transportation, open space for preservation of habitat, storm water infiltration and retention, preservation of native vegetation, and potential expansion of Kneeland Park amenities. The Washington State RCO grant program makes funds available for local park acquisition and development. City Council was asked to adopt Resolution No. 1158-0520, in order to allow an application for grant funding assistance through the RCO for the Kneeland Park expansion, and to identify the Community Development Director and City Manager, or their designees, as the City's authorized representatives for purposes of securing the grant.

Due to the virtual platform, there was a 30-second delay before any decision to allow for public comment. No public comment.

City Clerk Nault provided the first reading of Resolution No. 1158-0520.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Onisko. Passed.

3. City Policy Updates 100-05 Records Management & 100-12 Disclosure of Public Records – Presented by City Manager Jeff Niten

The two policies are specific to records management and disclosure of public records. A grant application has been submitted to the Secretary of State to obtain funds to help the City manage its records according to state law and best practices. The grant awards are to be announced July 1, 2020. The Secretary of State has requested permission to use these policies as a model for other cities and agencies throughout the state.

Due to the virtual platform, there was a 30-second delay before any decision to allow for public comment. No public comment.



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

June 16, 2020 – 6:00 p.m.

Virtual Platform

City Manager Niten and City Council recognized City Clerk Donna Nault and Administrative Support Assistant Kary Holloway for their work on the grant application and the policies.

A motion was made by Councilmember Fiess and seconded by Deputy Mayor Peterson. Passed.

ADMINISTRATIVE REPORTS

1. City Manager Report – presented by City Manager Jeff Niten

- Shelton High School Graduation Car Parade – This event went very well. Great participation from the high school graduates, their respective families, the community, City Council and employees.
- Chief Darrin Moody – Campaign Zero launched an “It Can’t Wait” campaign. The campaign is specific to policies and curtailing police violence. Campaign Zero has sent communications to a number of municipalities. The project is advocating for policies that reduce violence through law enforcement contact with the public. Chief Moody provided an overview of training, law enforcement practices, policies, and their accreditation through the Washington Association of Sheriffs and Police Chiefs.

ANNOUNCEMENT OF NEXT MEETING

Next Meeting July 7, 2020 at 6:00 p.m.

ADJOURN

Mayor Dorcy adjourned the meeting at 7:16 p.m.

Mayor

City Clerk



3rd Quarter 2020 Visitor Information Report
October 15, 2020

<u>Month</u>	<u>Out of Country</u>	<u>Out of State</u>	<u>Out of Area</u>	<u>Museum Attendance</u>
July	0	8	24	97
August	0	15	31	97
September	0	3	34	158
Totals		26	89	352

- The museum reopened on **July 7, 2020**, following Mason County entrance to Phase 3 of Washington's reopening plan.
- Although attendance improved in September, it is less than 50% from one year ago.
- The museum currently closes at 4 PM weekdays, one hour earlier than in the past. This is to decrease payroll expenses during a time of lower attendance.
- The new **"Communities" exhibit** has been completed. The exhibit consists of six 24x36 inch PVC boards printed with vintage photos and information about the area's development. The communities of **Shelton, Hoodspout, Union, Potlatch, Allyn, and Belfair** are represented. A full set are on display at the museum, and three reprints are located in their home communities. Printing costs were funded by a grant from the **Mason County Preservation Commission**.
- Work continues on new promotional materials for the museum to distribute outside the county.
- Staff continues to be busy with enquiries from around the country regarding genealogy and other questions specific to Mason County. We also continue to sell books and videos about local history on our website.
- Volunteers have contributed **74 hours** of time during the 3rd quarter of 2020. This work has included collections management, research, general office help, conversion of our audio files to MP3 files and subsequent transcriptions, and file management. We are very lucky to have such committed assistance.

The Mason County Historical Society thanks the City of Shelton for its continued support.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D1)

Touch Date: 09/28/20
Brief Date: 11/03/20
Action Date: 11/17/20

Department: Executive
Presented By: Jeff Niten, City Manager

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

JN

Interlocal Agreement with Mason
County Fire Protection District No.5

ATTACHMENTS:

Proposed Interlocal Agreement

☐

Ordinance

☐

Resolution

☐

Motion

☒

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Inter-local Cooperation Act, RCW 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

This proposed inter-local agreement with Mason County Fire Protection District No. 5 replaces an existing agreement entered into by the City and the District in 2008, and re-negotiated in 2010. This new proposed agreement will become effective January 1, 2021 and will continue indefinitely unless either party notifies the other that a renegotiation is desired.

Under the terms of the proposed agreement the District shall provide comprehensive fire suppression services, emergency medical services, and emergency hazardous substances response to the City. Further the agreement requires, at minimum, two career firefighters on duty 24 hours per day, 365 days per year within the corporate boundary. The City will be responsible for paying 50% of fire apparatus to maintain minimum staffing levels described above. Further, the parties desire to shift from a flat fee for Fire Marshall services (plan review, pre-sub attendance, etc.) to a fee schedule format. The fee schedule will be attached to the City's Master Fee Schedule as an appendix.

ANALYSIS/OPTIONS/ALTERNATIVES:

Mason County Fire Protection District No. 5 performed well within the scope of the previous agreement, and at this time no other Fire Protection District is in a position to maintain the same or similar service standards within the City of Shelton.

BUDGET/FISCAL INFORMATION:

The City agrees to reimburse the Fire District for any and all costs related to the purchase, equipping and maintaining Class I fire apparatus deployed in the City fire station. The City and the Fire District mutually agree that the aerial ladder apparatus is mutually beneficial to both jurisdictions for fire protection rating

purposes. The City and the Fire District shall agree to each provide 50% of replacement, equipment and maintenance costs of the aerial ladder apparatus. Mason County Fire will invoice the City each month based on the fee schedule attached to the proposed agreement.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

Staff recommends City Council concur to add this item to the November 17, 2020 Action Agenda.

After recording return to:

MASON CO. FIRE PROTECTION DIST. NO. 5

P.O. Box 1910

Shelton, WA 98584

AMENDED
INTERLOCAL AGREEMENT FOR MASON COUNTY FIRE
PROTECTION DISTRICT NO. 5
AND FIRE PROTECTION SERVICES
TO CITY OF SHELTON

Summary for Recorder's Use:

1. **Reference number** of documents
being assigned or released: NONE; 1926724
2. **Grantor:** MASON COUNTY FIRE PROTECTION DISTRICT NO. 5;
3. **Grantee:** CITY OF SHELTON;
4. **Legal Description:** Not Applicable;
5. **Assessor's Property Tax Parcel Account Number:** Not Applicable.

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF SHELTON**, a Washington State municipal corporation (hereinafter referred to as "City"), and **MASON COUNTY FIRE PROTECTION DISTRICT NO. 5**, a Washington State municipal corporation (hereinafter referred to as "Fire District"), pursuant to RCW Chapter 39.34, the Inter-local Cooperation Act. Hereinafter, the City and Fire District will also be generically referred to as "party" or "parties".

In 2008, the City and Fire District entered into an interlocal agreement entitled "Interlocal Agreement to Provide EMS Fire Protection Services from Mason County Fire Protection District No. 5 to City of Shelton". That agreement will hereinafter be referred to as "Prior Agreement".

Under the terms of the Prior Agreement, the City contracted with the Fire District to have the Fire District provide all EMS and Fire Protection Services to the City that the City's fire department was previously providing. The parties agree the Fire District has performed well under the Prior Agreement which was successfully renegotiated in 2010 and maintained in place since that time.

The parties had hoped the election scheduled on August 17, 2010 for the voters of each jurisdiction to consider annexation of the City into the Fire District would be successful. It was not. As a result, the parties intend to continue their contractual relationship as outlined in the Prior Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants herein, the Parties agree as follows:

1. **TERM/TERMINATION.** This Agreement shall commence January 1, 2021 and continue thereafter on a yearly basis from January 1 to December 31 of each successive year, indefinitely, until terminated by either party as hereinafter provided.

Either party may cancel this agreement by sending notice provisions set forth in section 15 hereof. For termination at the conclusion of the calendar year to be effective, the termination notice must be sent to the contact person for the other party at least one (1) year prior to the last day of the calendar year, i.e., by no later than December 31 of the year prior to the year in which termination is sought. PROVIDED FURTHER, HOWEVER, if the Fire District fails to provide the services outlined in this Agreement or to substantially meet the performance standards set forth herein, the City shall have the right to terminate this Agreement at any time by the first tendering written notice at least sixty (60) days prior to the termination date set forth in the notice to the Fire District, after first giving the Fire District an opportunity to correct the deficiencies as outlined hereinafter.

2. **DUTIES AND RESPONSIBILITIES.** During the term of this Agreement, the Fire District shall provide service levels, as described herein, at least equal to those it provided under the Prior Agreement for comprehensive fire suppression services, emergency medical services, and emergency hazardous substances response services. It shall also provide those additional

services as set forth herein. The Fire District shall also maintain an Insurance Service Office rating of 5 or better within the City during the term of this Agreement and any extensions hereof, unless circumstances occur causing a diminishment in this rating which are beyond the reasonable control of the Fire District.

3. **CITY FIRE DEPARTMENT PERSONNEL/FIRE DISTRICT INSURANCE.** As of the commencement date of this Agreement, and continuously thereafter:

A. **Insurance:** The Fire District shall keep and maintain the following policies of insurance in full force and effect:

1) **Property.** Full comprehensive replacement value coverage for loss, damage, or destruction of property owned by the City (whether such property is owned separately by the City or jointly with the Fire District) but in the possession of or under the control of the Fire District, including all furniture, equipment and gear. The District will maintain property insurance for this station which complies with all other insurance requirements outlined herein. The City shall be a loss payee on Fire District's property insurance policy;

2) **General Liability.** Liability insurance for injury or death to third parties, and the property of third parties, in an amount not less than: Twenty million dollars (\$20,000,000.00) for each occurrence; and twenty million dollars (\$20,000,000.00) general aggregate. Such insurance shall also provide coverage to the City for injuries to District employees.

3) **City as Additional Insured.** The City, and its officials, officers, employees, agents, representatives, and volunteers, shall be named as additional insureds on all such policies of insurance;

4) **Automobile.** Automotive liability insurance cover all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of ten million dollars (\$10,000,000) per accident.

5) **Primary insurance.** The Fire District's insurance policies shall be primary. The City reserves the right to carry such insurance, as it may deem appropriate; provided, however, the City's insurance carriers, or self-insured risk pool, shall not be called upon to contribute to any

loss that should be paid by the Fire District's insurer. The Fire District shall obtain an endorsement to its policies of insurance to such effect;

(a) **Cancellation Notices.** The Fire District shall provide the City, and all additionally insured for this Agreement with written notice of any policy cancellation within two business days of the Fire District's receipt of such notice;

6) **Acceptable Insurance Ratings.** All such policies of insurance shall be placed in companies having a minimum AM Best rating of "A.VIII";

7) **Proof of Coverage.** The Fire District shall provide the City with proof of such insurance coverage, initially with a certificate of insurance, and any amendatory endorsements including additional insured endorsements, from the Fire District's insurer (s) upon the effective date of this Agreement, and with copies of such policies within thirty (30) days of the effective date of this Agreement, and including all renewals or extensions thereof;

8) **Fire Station Use/Maintenance.** During the term of this Agreement, and all extensions hereto, the Fire District shall be entitled to occupy the City fire station rent free, but shall be obliged to: pay all utilities associated therewith; and be responsible for all day to day upkeep (light maintenance and repair), cleaning, and custodial tasks and the expenses associated therewith.

The City agrees to provide repair, maintenance and upkeep of all main building systems at the City fire station, to include HVAC, plumbing, electrical, lighting, generator, UPS, elevator, fire sprinkler, alarm system, roofing system, irrigation system, parking lot, and city computer and city phone systems. The City shall also be responsible for monitoring and adjustment, as necessary, to the building's energy management system as required. The City shall be paid a yearly maintenance cost by the Fire District of \$28,977.00, due in equal monthly installments by the 25th day of each month for which these services are provided. Any extra-ordinary maintenance and/or repair work to the station performed by the City, including maintenance and/or repair work necessitated by the negligence or wrongful conduct of the Fire District, shall be billed to the Fire District on a reasonable time and material basis and shall be compensation due from the Fire

District in addition to its ongoing maintenance fee. The Fire District shall also be afforded the benefit of all warranties, and warranty work, associated with the station and its systems, at no cost to the Fire District.

A. **Personnel Benefits.** The City shall continue to be solely responsible for payment of all LEOFF1 and LEOFF2 retirement benefits for all former and retired City fire personnel;

4. **MINIMUM STAFFING LEVELS WITHIN CITY LIMITS.** During the term of this Agreement the Fire District will deploy at least two (2) career firefighters who shall be on duty twenty-four (24) hours a day, three hundred sixty-five (365) days a year, at the City's main fire station to the degree reasonably possible with the available resources, finances, and schedules of the Fire District.

5. **EMERGENCY RESPONSE GUIDELINES.** The Fire District shall strive to meet the Service Delivery Objectives, established as required by RCW 52.33.030.

6. **APPARATUS.** The Fire District shall deploy and maintain fire apparatus at the City fire station and first-alarm substations to provide the required fire flow to maintain the fire protection rating.

The parties do not intend to acquire any jointly owned property under this Agreement and, subject to the City contributions itemized below, the Fire District agrees to purchase, own and maintain all fire apparatus used throughout the District and the City fire station in order to maintain standardization and continuity.

The City agrees to reimburse the Fire District for any and all costs related to the purchase, equipping and maintaining Class I fire apparatus deployed in the City fire station.

The City and the Fire District mutually agree that the aerial ladder apparatus is mutually beneficial to both jurisdictions for fire protection rating purposes. The City and the Fire District shall agree to each provide 50% of replacement, equipment and maintenance costs of the aerial ladder apparatus.

The Fire District will maintain capability with mutual aid resources to ensure coverage in the event of simultaneous incidents through use of the Mason County Mutual Aid Plan.

Any other City fire department apparatus, vehicles or equipment not specifically identified in this Agreement, shall remain in the possession and under the control of the City.

7. **FIRE PREVENTION/BUILDING INSPECTIONS/COMPENSATION.** As provided in the Prior Agreement, the Fire District shall continue providing prevention and planning services for the City in consideration for the compensation set forth in this section. These said prevention and planning services shall run indefinitely on a year to year basis, but either party may terminate them at the conclusion of any calendar year by first sending written notice to the other party at least 90 days prior to the conclusion of the year in which termination is to occur. If these said prevention/planning services are ever terminated, such termination shall not affect the other provisions of the Agreement in any respect.

Fees for above-noted services shall be billed and collected pursuant to the City and Fire District's adopted Fee Schedule and shall be paid to the Fire District on a "per occurrence" for building plan review, fire alarm, fire sprinkler system, other fire protection systems, fire incident origin and cause investigations and fire and life safety business inspections. (Fee Schedule attached as Exhibit A). The City has the authority to assess fees for Operational Fire Code Permits and such fees shall be collected and retained by the City as part of the Business License process. The City will collect all fees and shall pay to the District on a monthly basis.

The said prevention and planning services to be provided by the Fire District to the City, in exchange for the monetary consideration set forth in this section, are as follows:

The Fire District shall provide fire inspection services with qualified personnel.

1) For all commercial buildings in the City classified as A,H,I,B,E,F,M,S and R1, inspect each such building as noted in the inspection schedule as adopted by the City and Fire District (including sprinkler system, alarms, and electrical, gas and water service).

2) For all commercial buildings in the City, maintain a current information sheet detailing the owner/manager, telephone number[s] (home and office), address[es] (home and office), building age, construction type, fire flow needed, hydrant locations, and such other information as may be pertinent to the particular business operation or complex. This

information shall be maintained in a current condition (annually) and shared with the City's Police Department and Mason County Treasurer's Office, as requested.

3) Review all building permit applications for the City and inspect construction projects in the City through courses of construction with the City Building Department. All plan/permit review shall be completed in a prompt and timely manner. Plan/permit review shall be completed within fifteen (15) business days for return to the City Building Department unless there are extenuating circumstances. Plan/permit review for large or complicated projects shall commence after receipt of all pertinent documentation within five (5) working days and continue with regular progress until completed.

4) The Fire District shall maintain a system for using pre-plans and inspection information in emergency response situations.

5) The Fire District shall cooperate and coordinate its operations with pertinent City departments, including regular meetings with affected department heads for that purpose, when requested, to provide services previously customarily performed by the City's Fire Department, including, but not limited to, the following:

(a) Police Department:

- (i) Cooperate and coordinate efforts in the investigation and prosecution of suspected arson cases.
- (ii) Standby to assist in enforcement of drug related activities (e.g., drug labs).
- (iii) Standby to assist in public safety related to building occupancy or crowd control.

(b) Building Department:

- (i) Cooperate and assist in the building permit and construction phases for code compliance and safety related issues.

(c) Public Works:

- (i) Consult with and provide technical/expert advice on fire protection fittings and values.
- (ii) Consult with and provide information and advice on fire hydrant maintenance testing.
- (iii) Assist with sand bagging, if necessary.

- (iv) Assist in street cleaning when wash down or product pick up is needed for public safety.
- (v) Assist with other miscellaneous activities when fire apparatus and/or equipment is suited to the purpose and personnel are available.
- (vi) Fill and maintain air bottles.

(d) Planning/Engineering:

- (i) Review project development proposals including environmental impact statements, for consideration and comment, when requested or when made a condition of approval.
- (j) Review special event proposals when requested or when made a condition of approval.

(e) Treasurer:

- (i) At no additional cost to the affected businesses, the Fire District shall provide such information as may be requested from time to time by the Mason County Treasurer's Office relating to business or other commercial enterprises operated within the City. This may include review of business license applications.

(f) Other Affiliated Services: The Fire District shall:

- (i) Conduct fire safety education programs and promotional tours of the City station for schools, scouting programs, day cares and other special groups on a reasonable basis, when requested, subject to its work time constraints.
- (ii) Assist other City departments/agencies in the planning and carrying out of special events occurring in the City (including street wash-downs and clean-up approval).
- (iii) Conduct fire prevention, safety and fire extinguisher classes at schools, nursing homes, and the Community Center on a reasonable basis, subject to its work time constraints.
- (iv) Manage and enforce compliance with the City's open burning regulations and standards.

8. **FIRE INVESTIGATIONS.** The Fire District shall investigate all fires occurring in the City and maintain complete and accurate records of its fire investigations and all information gathered with respect there to according to industry standards, including determination of cause.

Cooperative procedures shall be developed and implemented with the City Police Department and legal staff for prosecution purposes.

9. **RECORDS OF SERVICE/TIMELY PAYMENT OF COMPENSATION.**

A. **Records Requirements/Reports to City.** In connection with all services provided under this Agreement, the Fire District shall keep and maintain reasonably complete and accurate records and accounts related thereto which shall be available to the City during regular Fire District office work hours.

B. **Timely Payment of Compensation.** The parties understand it is critical the Fire District receive all compensation due from the City to it hereunder on a timely basis so the Fire District may meet its Agreement obligations as they arise. As a result thereof, and notwithstanding anything to the contrary in this Agreement, under no circumstances whatsoever, including the City's belief the Fire District is in breach of its obligations hereunder, shall the City ever withhold any compensation owing from it to the Fire District under this Agreement until such time as any said compensation/breach issues have been legally and finally determined by the appropriate tribunal.

10. **CITY DEPARTMENTAL COOPERATION.** The Fire District shall cooperate and coordinate its operations with pertinent City departments, including meetings, as reasonably required, with affected department heads for that purpose, to provide those services customarily performed by the City's fire department.

11. **DEFENSE, INDEMNITY, AND HOLD HARMLESS.** Each of the parties shall at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and agree to defend, indemnify, save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract. This defense, indemnity and hold harmless shall include any claim made against either party by an employee of the party, even if

the party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. This limited waiver of immunity has been mutually negotiated.

12. **COMPENSATION.** In addition to payments under Sections 6 and 7, beginning the year 2021, a determination shall be made of what the Fire District's tax revenues (Fire and EMS) within the City should be annually if the City were annexed into the Fire District. This number will be calculated and agreed upon by the City and Fire District by December 31st of each year. The City shall then compensate the Fire District this yearly compensation amount in twelve equal payments for the services provided the City by the Fire District under the terms of this Agreement, with each installment due on the 25th day of each month, for services provided during that month during the term of this Agreement. Any payment not made within ten (10) days of its due date shall accrue interest at the rate of twelve percent (12.00%) per annum, compounded monthly. The parties believe the above amount accurately reflects the expenses involved in providing the Fire District's services to the City identified herein. The parties further intend the amount agreed to herein shall reflect the amount the Fire District would receive if it were collecting the taxes on the City assessed value at the rate equivalent to the rate then prevailing in District 5, both the General Fire Levy and EMS Levy, and the parties agree the above will be adjusted accordingly each year during the term of this Agreement.

Compensation for services is calculated using the following formula, based on information provided by the Mason County Assessor's Office:

City Assessed Valuation multiplied by the total of the District 5 Fire rate plus the EMS rate.

The budget for the annual contract compensation will be based on the preliminary numbers provided by the Mason County Assessor's Office for the next calendar year. The result of the calculation will be used to calculate the monthly amount due for services for the next calendar year. Any changes to those preliminary amounts when the Assessor's Office finalizes the property tax levies will be re-calculated. Any variance to the amount budgeted, either higher or lower, will be processed as part of the December payment.

The Fire District will provide monthly service level reports, to include the total number of calls for service of the District overall and the total number of calls for service for the City of Shelton. Those reports will be used as backup for payment from the City. Failure to provide these reports may delay payment to the District and under those circumstances, no interest penalty will accrue. The Fire District will invoice the City on a monthly basis for Fire Marshal services performed for the previous 30 days.

13. **CONTACT PERSONS.** During the term of this Agreement, the City and Fire District shall each designate a “contact person” and an “alternate contact person” whom the other party shall be able to contact regarding implementation of this Agreement and any questions arising as a result hereof. The contact person designated by the Fire District or the alternate contact person shall be available to attend City Council meetings to report to and/or answer and investigate questions posed by the City and also make himself or herself reasonably available, as requested by the City, to meet with City Council members, and City department heads, including, but not limited to, treasurer, police, building, public works, engineering, planning and emergency management. The contact person or alternate designated by the City shall make himself or herself reasonably available to the Fire District, and, when requested, attend Fire District Commission meetings to report to and/or answer questions and investigate questions posed by the Fire District. The initial contact person for each party shall be the person designated by such party under the Prior Agreement.

14. **REASONABLE INTERPRETATION.** Prior to the execution of this Agreement, both parties have had adequate opportunity to review and contribute to its terms. This Agreement shall be provided a reasonable interpretation, which interpretation shall not be biased in favor of either party.

15. **NOTICES.** All notices called for herein shall be placed in writing and directed to the contact person for the other party by certified mail, return receipt requested, all notices shall be deemed received by the receiving party on the second business day after the day of mailing.

16. **TERMINATION OF PRIOR SERVICE AGREEMENTS.** On the date this Agreement takes effect, all prior agreements existing between the City and the Fire District under the terms of which the Fire District has agreed to provide fire department services to all or a portion of the City shall be terminated; PROVIDED, HOWEVER, this Agreement shall not terminate or modify in any respect the mutual aid agreements the City has in effect at the commencement date of this Agreement with other fire departments, districts, or county wide mutual aid agreements or procedures until modified or renegotiated in the normal course of business by the City or Fire District. The City shall apprise the Fire District of all fire related mutual aid and other agreements currently in effect with other governmental entities, and the City hereby assigns to the Fire District all its rights and obligations under each said agreement.

17. **DISPUTE RESOLUTION.**

A. **Pre- Arbitration Attempt at Settlement.** Before proceeding to arbitration as set forth herein, an aggrieved party who believes the other party is in breach of the terms hereof shall first notify the other party in writing of the exact nature of each alleged breach committed by that party. The party receiving the notice shall then be provided fifteen (15) days after receipt of the notice (thirty [30] days if the breach cannot be reasonably cured within fifteen [15] days) to cure the same or otherwise reach a written settlement agreement with the other party. The Parties may opt to use a mediator to help reach a voluntary settlement of any disputes.

B. **Arbitration.** If informal discussions and/or mediation are unsuccessful, the parties agree to submit such dispute(s) to arbitration using one arbitrator in accordance with the rules then pertaining to Superior Court Rules of Mandatory Arbitration, except the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal consideration. The arbitrator shall have full authority to fashion any monetary and/or equitable relief if deems appropriate so a full and complete resolution of all disputes may occur. The arbitration shall be commenced by delivery from one party to the other of a written demand for arbitration shall include a detailed statement of the basis of the dispute. Within five (5)

business days of the delivery of such demand, each party shall designate a representative. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of the representative, whichever occurs first), the two representatives have failed to reach agreement on the arbitrator, then either party may after five (5) business days written notice, request the presiding department of the Mason County Superior Court designate the arbitrator. Notwithstanding the foregoing, the Parties may select an arbitrator by mutual agreement. The arbitrator's fees shall be borne equally by the Parties during the course of the arbitration. The award rendered by the arbitrator shall be filed in Mason County Superior Court with the Judgement resulting therefrom filed thereafter, all in accordance with the provisions of the Superior Court Mandatory Arbitration Rules. The decision of the arbitrator, or any portion thereof, may be appealed by an aggrieved party pursuant to the provisions of the Superior Court Mandatory Arbitration Rules.

18. **COOPERATION OF PARTIES.** The parties shall strive to cooperate with one another fully and at all times so the terms and intent of this Agreement may be fully implemented to the end that timely and quality services may be provided from the Fire District to the citizens of the City.

19. **COMPLETE AGREEMENT.** This Agreement represents the full and complete agreement between the City and Fire District regarding the matters contained herein. No other agreements either in written or verbal form are in existence. All amendments hereto shall be in writing and executed by both parties.

20. **AUTHORIZATION OF EACH PARTY.** Each party hereby represents to the other that it has duly considered and entered into this Agreement according to Washington law through its duly designated representatives at one of its regularly scheduled meetings. The City approved execution of this agreement at its City Council meeting held on the ____ day of _____, 2020, and the Fire District approved execution of the agreement at its Board of Commissioners meeting held on the ____ day of _____ 2020.

21. **EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESSS WHEREOF, the parties have signed this Agreement to evidence their mutual consents to the terms hereof.

CITY OF SHELTON

by: _____ DATE: _____

ATTESTED TO:

by: _____ DATE: _____

MASON COUNTY FIRE PROTECTION DISTRICT NO. 5

by: _____ DATE: _____

by: _____ DATE: _____

by: _____ DATE: _____

by: _____ DATE: _____

ATTESTED TO:

by: _____ DATE: _____

EXHIBIT A

CENTRAL MASON FIRE & EMS - FEE SCHEDULE: **Community Risk Reduction/Fire Marshal Services**

Total Fees for Review and Inspection **are inclusive of an initial \$150 deposit** collected at the time of submission of plans and or request of inspection. Fees include one (1) inspection unless noted otherwise.

PERMITTING PROCESSES	REVIEW & INSPECTION
Development Review	
Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00
Building Construction/Change of Use or Occupancy	
A, B, E, F, M, R Occupancies 0-1,000 sq. ft.	\$169.00
A, B, E, F, M, R Occupancies 1,001-5,000 sq. ft.	\$232.00
A, B, E, F, M, R Occupancies 5,001-10,000 sq. ft.	\$295.00
A, B, E, F, M, R Occupancies 10,001-20,000 sq. ft.	\$366.00
A, B, E, F, M, R Occupancies 20,001-40,000 sq. ft.	\$436.00
Each Additional 20,000 sq. ft. (or portion thereof)	\$72.00
Building or Structure for Special or Temporary Use	\$296.00
H1 Occupancy or H2 Occupancy	\$601.00
H3 Occupancy	\$643.00
H4 Occupancy	\$506.00
H5 Occupancy	\$774.00
I Occupancy	\$491.00
Portable Classroom	\$296.00
S Occupancy up to 10,000 sq. ft.	\$390.00
Each Additional 10,000 sq. ft. (or portion thereof)	\$200.00

Fire Alarm	
Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00
Fire Suppression System	
Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00
Hazardous Operations	
Aerosols	\$296.00
Application of Flammable Finishes	\$372.00
CO2 Monitoring Systems	\$100.00
Combustible/Flammable Liquids Above Ground Tanks- Dispensing and Use of	\$296.00
Combustible/Flammable Liquids Above Ground Tanks- Dispensing and Use of	\$782.00
Commercial Drying Ovens	\$252.00
Compressed Gas System (greater than exempt amounts)	\$252.00
Dip Tanks, Listed Spray Booths	\$226.00
Unlisted Spray Booths	\$318.00
LPG - Dispensing and Use of	\$288.00
LPG - Tank Installation (greater than 125 gal.)	\$274.00
Organic Coating Systems	\$296.00
Other Hazardous Materials Equipment and Systems	\$486.00
Refrigeration Systems	\$375.00
Semiconductor Fabrication HPM Tool Installation	\$486.00
Smoke Removal Systems	\$486.00

Hazardous Materials	
Decommission Underground Storage Tank(s)	\$248.00
HMIS	\$186.00
HMMP	\$186.00
Storage, Dispensing and Use of Hazardous Materials	\$356.00
Cryogenic Systems, Process or Product	\$296.00
Each Additional Tank or Vessel	\$90.00
Explosives	
Explosive Storage and Use/Blast Permit	\$586.00
Blast Permit - If Costs Exceed Standard Fees	Actual Cost
Fireworks Display	\$208.00
Fireworks Stand	\$100.00
Magazines (Explosives)	\$390.00
Manufacture, Assembly, Testing of Ammunition, Fireworks, Blasting Agents, and Other Explosives or Explosive Material	\$232.00
Pyrotechnic Special Effects	\$200.00
Storage of Black or Smokeless Powder, Small Arms Ammunition, Precession Caps, and Primers for Consumer Consumption	\$200.00
Other Storage, Use, Handling, or Demolition of Explosives or Explosive Material	\$288.00
High-Piled Combustible Storage	
Designated Storage Area 501 - 2,500 sq. ft.	\$226.00
Designated Storage Area 2,501 - 12,000 sq. ft.	\$288.00
Designated Storage Area 12,001 - 20,000 sq. ft.	\$350.00
Designated Storage Area 20,001 - 30,000 sq. ft.	\$431.00
Each Additional 30,000 sq. ft. (or portion thereof)	\$431.00
Other Fire Permits	
Candles and Open Flames in Places of Assembly	\$21.00
Emergency Generators	\$200.00
Gates - Privacy/Security	\$100.00
Hot Work	\$200.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Fire Investigation	
Fire Investigation Services	\$120.00/Hr.

FIRE & LIFE SAFETY INSPECTIONS (existing occupancies)	INSPECTION FEE	OPERATIONAL PERMIT FEE (if any)
Occupancy size		Each Permit per Fire Code
1 to 4,999 SF	\$100.00	\$50.00
5,000 to 24,999 SF	\$150.00	\$50.00
25,000 to 74,999 SF	\$200.00	\$50.00
75,000 to 149,999 SF	\$250.00	\$50.00
150,000 to 249,999 SF	\$300.00	\$50.00
Greater Than 249,999 SF	\$350.00	\$50.00

EXHIBIT B

INSPECTION SCHEDULE

Occupancy Group	Inspection Schedule
Assembly Group A-1	Inspected Every 2 Years**
Assembly Group A-2	Inspected Annually
Assembly Group A-3	Inspected Every 2 Years**
Assembly Group A-4	Inspected Every 2 Years**
Assembly Group A-5	Inspected Every 2 Years**
Business Group B	Inspected Every 3 Years
Educational Group E	Inspections Annually
Moderate-Hazard Factory Industrial Group F-1	Inspected Annually**
Low-Hazard Factory Industrial Group F-2	Inspected Annually
High-Hazard Group H	Inspected Annually
Institutional Group I-1	Inspected Annually**
Institutional Group I-2	Inspections Annually**
Institutional Group I-3	Inspections Annually
Institutional Group I-4	Inspected Every 2 Years**
Mercantile Group M	Occupancies under 10,000 sq. ft. are inspected every 2 years** Occupancies greater than 10,000 sq. ft. are inspected annually**
Residential Group R-1	Inspections Annually
Residential Group R-2	Inspections Annually
Residential Group R-4	Inspections Every 2 Years**
Storage Group S-1	Inspected Annually**
Storage Group S-2	Inspected Every 2 Years**
Utility and Miscellaneous Group	Inspected Every 2 Years**

** After an inspection, the Fire Marshal may extend the next inspection by 1 year.

If a complaint is made on an occupancy, then an inspection will be completed no matter when the next scheduled inspection.

If a commercial occupancy has submitted for a remodel permit, then an inspection will be conducted.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 09/28/20
Brief Date: 10/20/20
Action Date: 11/03/20
Reading of Resolution

Department: Public Works
Presented By: Jay Harris

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

- ☒ Dept. Head
- ☐ Finance Director
- ☐ Attorney
- ☒ City Clerk
- ☐ City Manager

REVIEWED:

JOH

PROGRAM/PROJECT TITLE:

Resolution No. 1175-1020 Apsco Sole Source

ATTACHMENTS:

- WWTP Process Schematic
- WWTP w/ Photos & Labels
- Apsco Sole Source Letter
- Apsco Quote
- Resolution No. 1175-1020

Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☐ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Main Wastewater Treatment Plant has many components, parts, and equipment that control the process of treating raw sewage in order safely discharge the effluent. After the collection system transmits the wastewater to the treatment plant, it moves through several fine screens and a grit chamber that separates the solids from the liquids, then the liquids move through a series of anoxic basins before going to the oxidation ditches. The oxidation ditches have several blowers that aerate the wastewater with fine bubbles, providing an ideal environment for the "happy bugs" to live and help further breakdown the liquid before continuing to the clarifiers for settling. The blowers for the oxidation ditches are controlled by 5 Variable Frequency Drives (VFD's), which controls the speed of the blower motors.

Currently, three of the five VFD's have failed and one is showing signs of an upcoming failure, leaving only one reliable blower to aerate the oxidation ditches. The blowers and their associated components, such as bearings, motor, impeller, and VFD's, are customized and manufactured by APG-Neuros Corporation. The expertise required to manufacture the bearing and impeller is only available through APG-Neuros. The VFD and control boards operate with APG-Neuros designed software. Therefore, all replacement parts need to be purchased from APG-Neuros for proper operation and control of the turbo blowers. No other known source can provide these parts to meet the required standards. APG-Neuros Corporation has deemed APSCO, a business located in Kirkland, as the sole distributor of APG-Neuros products, parts, and service, in the State of Washington.

Two of the failed VFD's have to be replaced entirely and one of them may be able to be repaired. The fourth VFD needs to have a diagnostic test completed to see if it is repairable or needs to be replaced but the diagnosis can't take place until the new VFD's are in place, otherwise it would leave us with only one VFD to operate one blower in the oxidation ditches, which would not provide enough aeration to the oxidation ditches and could cause the plant to be in violation of the discharge permit.

This request is for the Council to deem APSCO as the sole distributor and service provider for APG-Neuros Turbo Blower parts and components, as well as authorize the City Manager to execute purchase orders with APSCO, LLC, to acquire component parts for APG-Neuros Turbo Blowers as necessary for repair and upkeep of the Wastewater Treatment Plant.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

This expenditure will be paid out of the Sewer Budget for the Main Wastewater Treatment Plant. As of early October, only \$32,000 of the budgeted \$164,800 repair and maintenance line item had been expended. Purchasing three VFD's will utilize \$32,355.37.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1175-1020 and: *"I move to adopt Resolution No. 1175-1020, a resolution deeming Apsco as the sole distributor and service provider for APG-Neuros Turbo Blower parts and components, and authorizing the City Manager to execute purchase orders for the acquisition of said parts, components, or service with Apsco".*

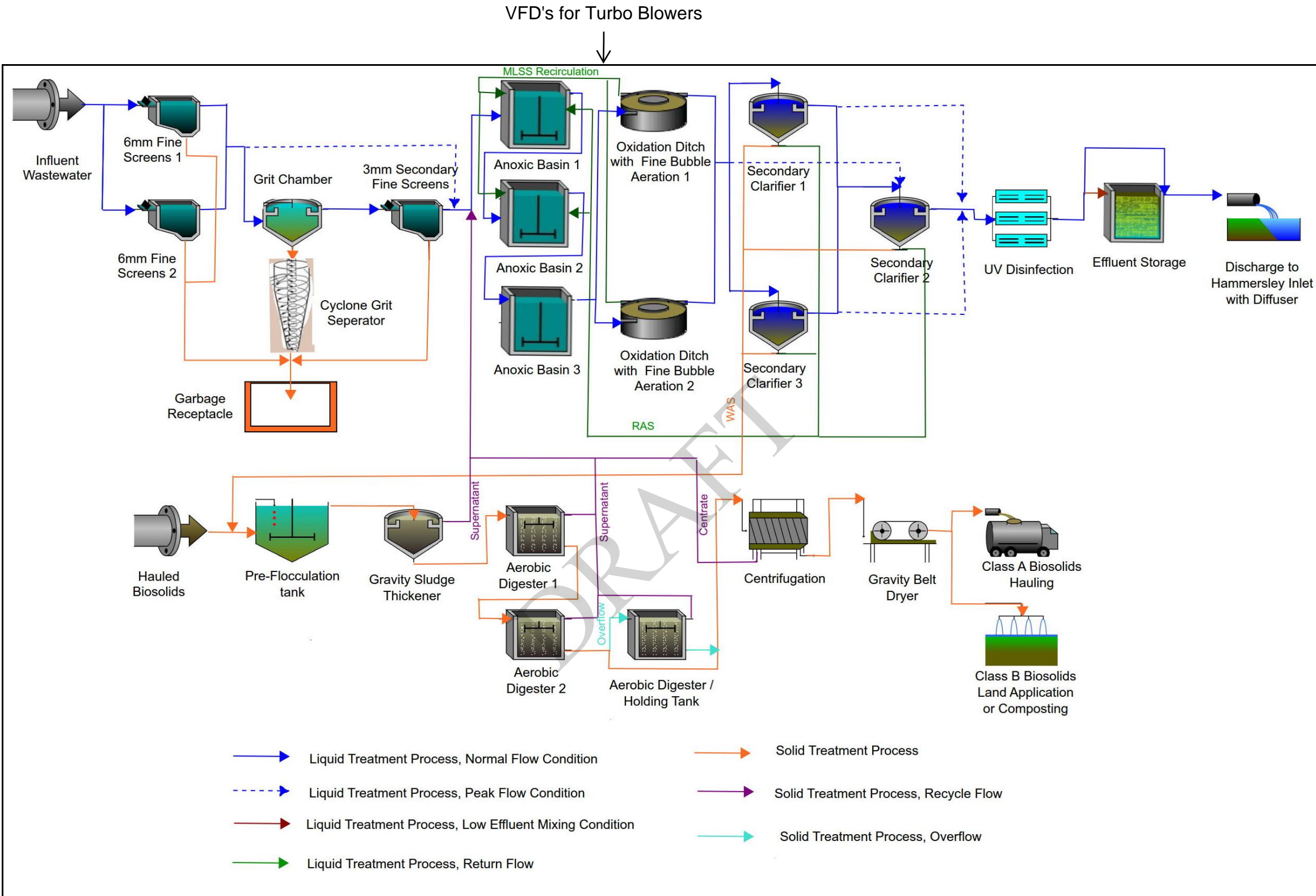
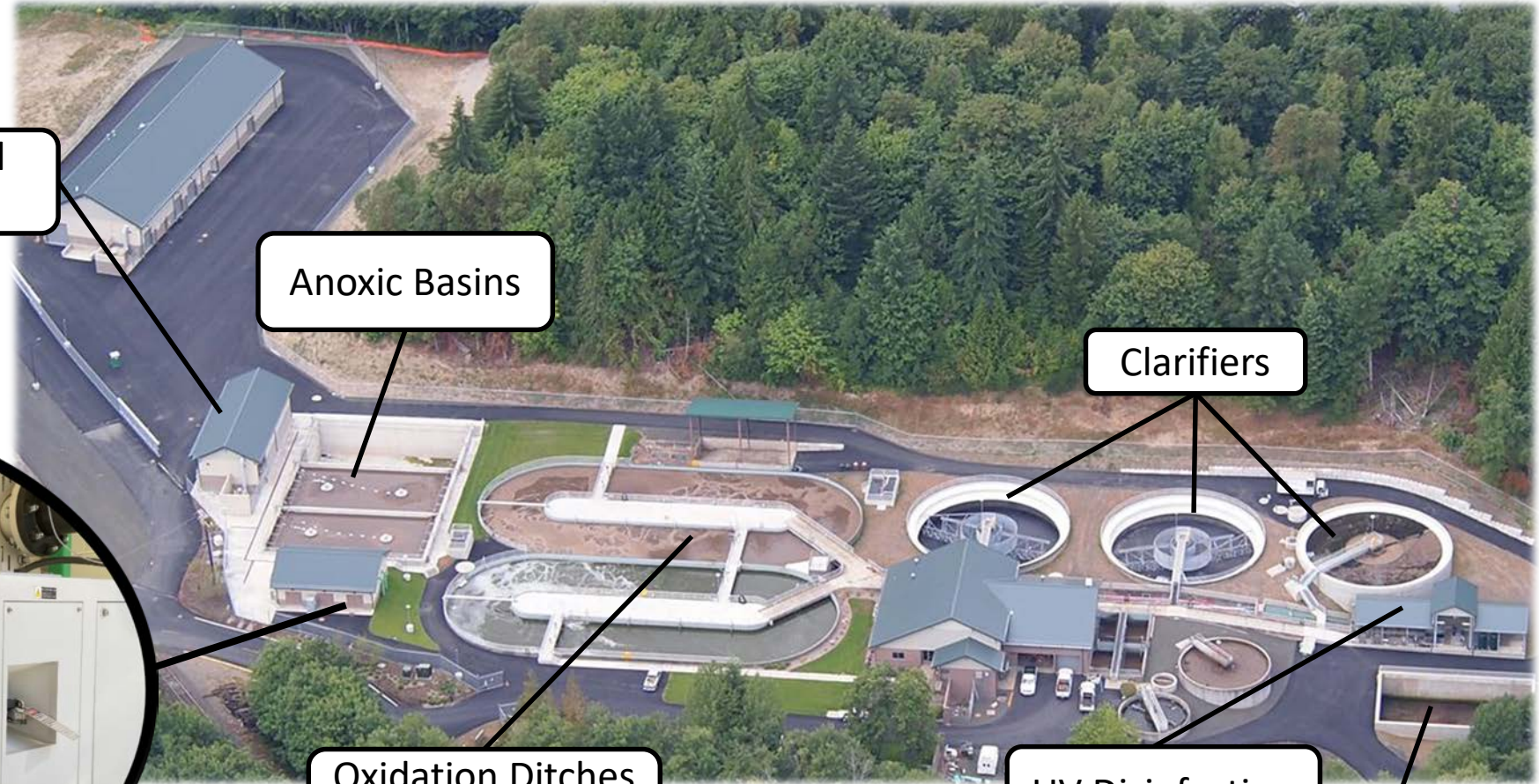


FIGURE 4-5

Shelton WWTP Process Schematic



Main WWTP



Five VFD's, each controlling the speed of an AC motor that feeds air through blowers in the oxidation ditches

**APSCO, LLC**

PO Box 2639 • Kirkland, WA 98083-2639
PH: (425) 822-3335 • FAX: (425) 827-6171
EMAIL: apsco@apsco-llc.com
www.apsco-llc.com

Quote

Date	Quote #
9/23/2020	6083- REV4

Invoice/Bill To
City of Shelton Attn: Accounts Payable 525 West Cota Street Shelton, WA 98584

Ship To
City of Shelton 1700 Fairmount Avenue Shelton, WA 98584

Contact:	Payment Terms	FOB
Chris Norwood	Net 30	Origin

Number	Item	Description	Qty	Lead Time	Cost	Total
1	ELE00711-0005.0	Replacement VFDs 3C3 Coated VFD NX50 - programmed P/N ELE00711-0005.0 APG-Neuros Warranty: 12 months from installation or 18 months from delivery, whichever occurs first.	3	(2) In Stock, add'l 6-8 Weeks	8,938.45667	26,815.37T
2	Field Service	APSCO Field Service - 1 Day	1		1,500.00	1,500.00T
3	Per Diem	Per Diem	1		100.00	100.00T
4	Service Truck	Service Truck	1		75.00	75.00T
5	Shop Supplies	Shop Supplies	1		25.00	25.00T
6	Transportation	R/T Transportation Redmond, WA - Shelton, WA	182		1.50	273.00T
7	Freight	Estimated Freight for (3) VFD's >>>>PENDING-PREPAY AND ADD	1		950.00	950.00T
		Delivery Contact: Chris Norwood (360) 701-6448				

Prices are subject to change without notice.****ALL CREDIT PAYMENTS WILL BE CHARGED A 3% SURCHARGE****	Subtotal	\$29,738.37
	Sales Tax (8.8%)	\$2,616.97
	Total	\$32,355.34

RESOLUTION NO. 1175-1020

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, DECLARING THE PURCHASE OF APG-NEUROS EQUIPMENT, PARTS, COMPONENTS, AND SERVICE TO BE CLEARLY AND LEGITIMATELY LIMITED TO A SOLE SOURCE, THROUGH APSCO, LLC, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR SUCH PURCHASES, AND AUTHORIZING THE PURCHASE OF NECESSARY COMPONENTS.

WHEREAS, the Main Wastewater Treatment Plant has APG-Neuros (APGN) High Efficiency Turbo Blowers installed in order to provide an aerated environment in the oxidation ditches; and

WHEREAS, these blowers are highly engineered pieces of equipment that utilize cutting edge technology which require specialized service and extensive training to service and maintain; and

WHEREAS, the parts and components utilized within the APGN Turbo Blowers are customized or manufactured by APGN; and

WHEREAS, the only distributor and service provider of APG-Neuros products and parts in the State of Washington is APSCO, LLC located in Kirkland, Washington.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, as follows:

The City Council declares that purchase of APG-Neuros Turbo Blowers and associated component parts is clearly and legitimately limited to a single source of supply because APG-Neuros is the only manufacturer and has deemed APSCO, LLC as the direct distributor of compatible equipment, parts, and service.

Under RCW 39.04.280, the City Council waives competitive bidding requirements for the sole source purchases of APG-Neuros Turbo Blowers and associated component parts for the City of Shelton Main Wastewater Treatment Plant.

The City Manager is authorized to execute purchase orders with APSCO, LLC, to acquire component parts for APG-Neuros Turbo Blowers as necessary for repair and upkeep of the Wastewater Treatment Plant.

PASSED by the City Council of the City of Shelton on this 3rd day of November 2020.

Mayor Dorcy

AUTHENTICATED BY:

City Clerk Nault



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 09/28/20
Brief Date: 10/20/20
Action Date: 11/03/20
Reading of Resolution

Department: Administrative Services
Presented By: Michelle Sutherland

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Tyler ENERGOV

☐

Ordinance

☒ Dept. Head

MS

ATTACHMENTS:

☒

Resolution

☐ Finance Director

- Resolution No. 1179-1020

☐ Attorney

- SAAS Agreement

☒

Motion

☒ City Clerk

- Enterprise Asset Management (EAM)

☐

Other

☒ City Manager

JN

- ENERGOV Permitting

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In order to address the strategic goals of the City Council including Accountable Government, Community Life and Economic Vitality staff has reviewed various options to upgrade our technology services. The software services presented in this staff report, discussed broadly, will allow us to serve the development community more efficiently, track our assets in a cost efficient manner and prioritize maintenance activity, and allow city staff to quickly engage with Shelton citizens and businesses on a wide variety of concerns through an integrated platform. All of these capabilities contribute to city employees creating an environment where City Council strategic goals can be met.

Because Tyler Technologies currently provides our financial management software, exclusive of the budgeting function, and because the city has a strong preference for a single software solution rather than systems from multiple providers, Tyler Technologies is the appropriate vendor to ensure seamless integration on new software. Further, due to time constraints applied to CARES Act funding from the Washington State Department of Commerce, adequate time to appropriately consider other potential vendors is not available.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

This expenditure, with a total cost of \$137,671, will be paid from the City's General Fund. CARES Act funding dollars will be utilized for \$67,000 of the total cost as provided from the Washington State Department of Commerce.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the City Clerk's Office.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1179-1020 and *"I move to adopt Resolution No. 1179-1020, resolution deeming Tyler Technologies the sole distributor and service provider for integrated platform software, and authorizing the City Manager to execute the contract and purchase orders for the acquisition of said software and services with Tyler Technologies."*

RESOLUTION NO. 1179-1020

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, DECLARING THE PURCHASE OF TYLER TECHNOLOGIES SAAS, ENERGОВ AND EAM TO BE LIMITED TO A CLEAR AND LEGITIMATE SOLE SOURCE, AND AUTHORIZING THE PURCHASE OF NECESSARY COMPONENTS.

WHEREAS, financial resources made available through the Federal CARES Act and the Washington State Department of Commerce to address the COVID-19 global pandemic which expire on November 30, 2020, can be used to reimburse the City's expenditures on software updates related to the pandemic; and

WHEREAS, Tyler Technologies currently provides financial management software to the City of Shelton and will continue those services on cloud based systems to ensure remote operations continue due to COVID 19, and the City's systems for years have been adapted to Tyler products; and

WHEREAS, use of a single integrated software provider is necessary to avoid delay during implementation and disruptions to functionality; and

WHEREAS, the City Council desires to provide efficient and effective services to the citizens of Shelton; and

WHEREAS, RCW 39.04.280 requires the City Council to declare by Resolution when a purchase is clearly and legitimately limited to a single source of supply.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, as follows:

The City Council declares that purchase of Tyler Technologies Software as a Service platforms including Enterprise Asset Management (EAM) and ENERGОВ permitting software is a legitimate sole source provider under RCW 39.04.280. The competitive selections process for computer software under RCW 39.04.270 is waived.

The City Manager is authorized to execute purchase orders and other contracts necessary to implement SAAS, EAM and ENERGОВ software.

PASSED by the City Council of the City of Shelton on this 3rd day of November 2020.

Mayor Dorcy

AUTHENTICATED BY:

City Clerk Nault



SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

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

- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no

case shall the recovery point objective (“RPO”) exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

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

to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

- 9.2 provide support during our established support hours;

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

- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

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

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

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in

accordance with our Invoicing and Payment Policy.

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

2. General Indemnification.

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

We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

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

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | MyGovPay/VirtualPay and IVR |
| Exhibit E | Web Services – Hosted Application Terms |

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.

City of Shelton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Shelton
525 West Cota Street
Shelton, WA 98584
Attention: Michelle Sutherland



Exhibit A

Investment Summary

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

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Quoted By: Lukas DeBolt
 Quote Expiration: 2/21/2021
 Quote Name: City of Shelton- LGD- Flip to Hosted
 Quote Number: 2020-115595
 Quote Description: Flip to SaaS

Sales Quotation For

City of Shelton
 525 W Cota St
 Shelton , WA 98584-2200
 Phone: +1 (360) 432-5106

Tyler Software and Related Services - SaaS

Tyler Software and Related Services - SaaS		One Time Fees			
Description	Impl. Hours	Impl. Cost	#Yrs	Net Annual Fee	
Financial Management Suite					
Core Financials	0	\$0		\$6,040	
Positive Pay	0	\$0		\$850	
Inventory Control	0	\$0		\$850	
Fixed Assets	0	\$0		\$850	
Project Accounting	0	\$0		\$850	
Employee Self Service Employee Portal	0	\$0		\$850	
Personnel Management Includes Position Budgeting	0	\$0		\$2,560	
Misc Accounts Receivable	0	\$0		\$850	
ESS Time and Attendance Number of FTE Employees	0	\$0		\$5,660	
Customer Relationship Management Suite					
Tyler Content Manager Standard Edition TCM SE	0	\$0		\$1,700	
Third Party Printing Interface	0	\$0		\$1,291	
Utility CIS System	0	\$0		\$6,257	
Additional Utility Handheld Meter Reader Interface	0	\$0		\$850	
Incode 10 Cashiering	0	\$0		\$850	
	Sub-Total:	\$0		\$30,308	
	TOTAL:	0	\$0	3	\$30,308

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$30,308
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$30,308
Contract Total	\$30,308	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Quoted By: Lukas DeBolt
 Quote Expiration: 2/14/2021
 Quote Name: City of Shelton-LGD- MyCivic
 Quote Number: 2020-115145
 Quote Description: MyCivic

Sales Quotation For

City of Shelton
 525 W Cota St
 Shelton , WA 98584-2200
 Phone: +1 (360) 432-5106

Tyler Software and Related Services - Annual

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
MyCivic			
MyCivic Citizen Engagement & 311 Bundle	0	\$0	\$7,800
<i>Sub-Total:</i>		<i>\$0</i>	<i>\$7,800</i>
TOTAL:	0	\$0	\$7,800

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement & 311 Bundle -Implementation Fee	1	\$2,500	\$2,500	\$0
TOTAL:			\$2,500	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$7,800
Total Tyler Services	\$2,500	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$2,500	\$7,800
Contract Total	\$10,300	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Quoted By: Lukas DeBolt
 Quote Expiration: 3/8/2021
 Quote Name: City of Shelton-LGD- Utility Billing Online
 Quote Number: 2020-116379
 Quote Description: Insite for Utility Billing

Sales Quotation For

City of Shelton
 525 W Cota St
 Shelton , WA 98584-2200
 Phone: +1 (360) 432-5106

Tyler Software and Related Services - Annual

Description	One Time Fees		Annual Fee	Discount	Net Annual Fee
	Impl. Hours	Impl. Cost			
Customer Relationship Management Suite					
EasyPay Online Payment Component	0	\$0	\$0	\$0	\$0
Tyler Hosted Applications					
Utility Billing Online Component	0	\$0	\$1,776	\$1,776	\$0
Notifications for Utility Billing	0	\$0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>		\$0	\$1,776	\$1,776	\$0
TOTAL:	0	\$0	\$1,776	\$1,776	\$0

Summary

Total Tyler Services
 Total Third Party Hardware, Software and Services
Summary Total
Contract Total

One Time Fees	Recurring Fees
\$0	\$0
\$0	\$0
\$0	\$0
\$0	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data

Comments

availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.

- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.



Quoted By: Lukas DeBolt
 Quote Expiration: 3/15/2021
 Quote Name: City of Shelton- LGD- Energov
 Quote Number: 2020-116689
 Quote Description: Energov

Sales Quotation For

City of Shelton
 525 W Cota St
 Shelton , WA 98584-2200
 Phone: +1 (360) 432-5106

Tyler Software and Related Services - SaaS

Description	One Time Fees		#Yrs	Annual Fee	Discount	Net Annual Fee
	Impl. Hours	Impl. Cost				
EnerGov						
Business Management -Per User (5)	0	\$0		\$4,822	\$482	\$4,340
Community Development -Per User (5)	0	\$0		\$4,822	\$482	\$4,340
Citizen Self Service - Business Management	0	\$0		\$3,215	\$322	\$2,893
Citizen Self Service - Community Development	0	\$0		\$3,215	\$322	\$2,893
GIS (10)	0	\$0		\$3,212	\$322	\$2,890
iG Workforce Apps	0	\$0		\$322	\$32	\$290
e-Reviews	0	\$0		\$6,430	\$643	\$5,787
Tyler 311	0	\$0		\$5,144	\$514	\$4,630
<i>Sub-Total:</i>		\$0		\$31,182	\$3,119	\$28,063
TOTAL:	0	\$0	3	\$31,182	\$3,119	\$28,063

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management - EnerGov	20	\$130	\$2,600	\$0
Full Suite Implementation (Incl. CD, BM, GIS, CSS, TIM, iG)	260	\$130	\$33,800	\$0
TOTAL:			\$36,400	\$0

Summary

Total Tyler SaaS
 Total Tyler Services
 Total Third Party Hardware, Software and Services
Summary Total
Contract Total

One Time Fees	Recurring Fees
\$0	\$28,063
\$36,400	\$0
\$0	\$0
\$36,400	\$28,063
\$64,463	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- e-Planning requires BlueBeam Studio Prime pricing is as follows: - Bluebeam Studio Prime Level 1 (up to 100 users), Subscription - \$2,340 - Bluebeam Studio Prime Level 2 (up to 200 users), Subscription - \$4,140 - Bluebeam Studio Prime Level 3 (up to 500 users), Subscription - \$9,540 - Bluebeam Studio Prime Level 4 (up to 1000 users), Subscription - \$17,940



Quoted By: Lukas DeBolt
 Quote Expiration: 3/3/2021
 Quote Name: City of Shelton- LGD- EAM
 Quote Number: 2020-116238
 Quote Description: EAM

Sales Quotation For

City of Shelton
 525 W Cota St
 Shelton , WA 98584-2200
 Phone: +1 (360) 432-5106

Tyler Software and Related Services - SaaS

Description	One Time Fees		#Yrs	Annual Fee	Discount	Net Annual Fee
	Impl. Hours	Impl. Cost				
Tyler EAM						
Asset Maintenance (5)	132	\$17,160		\$4,822	\$482	\$4,340
Analytics and Reporting for EAM	0	\$0		\$0	\$0	\$0
Tyler ReadyForms for EAM	0	\$0		\$0	\$0	\$0
<i>Sub-Total:</i>		\$17,160		\$4,822	\$482	\$4,340
TOTAL:	132	\$17,160	3	\$4,822	\$482	\$4,340

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Tyler ReadyForms for EAM - Configuration	1	\$1,500	\$1,500	\$0
VPN and Installation	1	\$4,000	\$4,000	\$0
Project Management for EAM	32	\$175	\$5,600	\$0
TOTAL:			\$11,100	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$4,340
Total Tyler Services	\$28,260	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$28,260	\$4,340
Contract Total	\$32,600	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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

3. Third Party Products.

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

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

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

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

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

Service Level Agreement

I. Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

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

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

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

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

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

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

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

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

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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



Exhibit D

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E

Web Services – Hosted Application Terms

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

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

access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.9. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 09/28/20
Brief Date: 10/20/20
Action Date: 11/03/20
Reading of Resolution

Department: Administrative Services
Presented By: Michelle Sutherland

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Right!Systems, Inc.

☐

Ordinance

☒ Dept. Head

MS

ATTACHMENTS:

☒

Resolution

☐ Finance Director

- Resolution No. 1180-1020

☐ Attorney

- Retainer agreement

☒

Motion

☒ City Clerk

- Statement of Work

☐

Other

☒ City Manager

JN

- Thin Client invoice

- Quotes

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In order to address the strategic goals of the City Council including Accountable Government, Community Life and Economic Vitality staff has reviewed various options to upgrade our technology services. The RSI statement of work and retainer provides the city with the capability of migrating seamlessly to a cloud based computing environment negating the need to maintain and upgrade in house service and associated components such as HVAC systems. The cloud based services will also enable most city employees to work remotely and still provide services expected by the citizens and businesses of Shelton. All of these capabilities contribute to city employees creating an environment where City Council strategic goals can be met.

Because Right! Systems, Inc. currently provides Information Technology support to the City of Shelton, and because the city has a strong preference for a single support vendor rather than multiple providers to ensure seamless communication, Right! Systems, Inc. is the appropriate vendor to ensure seamless integration on new software. Further, due to time constraints applied to CARES Act funding from the Washington State Department of Commerce, adequate time to appropriately consider other potential vendors is not available.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

This expenditure, with a total cost of \$350,621.79, will be paid from the City's General Fund. CARES Act funding dollars will be utilized for \$76,551.20 of the total cost as provided from the Washington State Department of Commerce.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the City Clerk's Office.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1180-1020 and *"I move to adopt Resolution No. 1180-1020, resolution deeming Right Systems the sole distributor and service provider for network infrastructure, hardware and support, and authorizing the City Manager to execute the contract and purchase orders for the acquisition of hardware and services with Right Systems"*.

RESOLUTION NO. 1180-1020

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, DECLARING THE PURCHASE OF RIGHT! SYSTEMS, INC. SOFTWARE AND COMPONENTS TO BE LIMITED TO A CLEAR AND LEGITIMATE SOLE SOURCE, AND AUTHORIZING THE PURCHASE OF NECESSARY COMPONENTS AND A SERVICE AGREEMENT WITH THE VENDOR.

WHEREAS, financial resources made available through the Federal CARES Act and the Washington State Department of Commerce to address the COVID-19 global pandemic, which expire on November 30, 2020, may be used to reimburse the City's expenditures on software upgraded services on cloud based systems to ensure remote operations continue due to COVID 19; and

WHEREAS, Right! Systems, Inc. is currently providing Information Technology services to the City of Shelton, and is the only vendor to provide the specific software and IT components the City is utilizing; and

WHEREAS, using a single information technology vendor is necessary to avoid unnecessary delay during implementation and disruptions to functionality; and

WHEREAS, migration to a secure cloud based computing platform is preferred to in house servers which require maintenance and upgrades; and

WHEREAS, the City Council desires to provide efficient and effective services to the citizens of Shelton; and

WHEREAS, RCW 39.04.280 requires the City Council to declare by Resolution when a purchase is clearly and legitimately limited to a single source of supply.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, as follows:

The City Council declares that purchase of software and related components from Right! Systems, Inc. is clearly and legitimately limited to a sole source provider under RCW 39.04.280. The competitive selection process of RCW 39.04.270 is waived.

The City Manager is authorized to execute purchase orders and related contracts, including the service retainer, to implement RSI products and services.

PASSED by the City Council of the City of Shelton on this 3rd day of November 2020.

Mayor Dorcy

AUTHENTICATED BY:

City Clerk Nault



Retainer Agreement

For RSI Services

Prepared for:

City of Shelton

October 7, 2020

AGREEMENT OVERVIEW

City of Shelton has asked Right! Systems, Inc. (RSI) for a Retainer Agreement for Professional Services. RSI will provide City of Shelton with project and support services via a combination of onsite and remote support.

This agreement is for a period of one year commencing on **October 07, 2020**.

AGREEMENT DELIVERABLES

This City of Shelton Retainer agreement applies to the following professional services offered by RSI:

- **Project Services.** RSI maintains an experienced staff of engineers with knowledge spanning multiple technologies and disciplines. Any statements of work generated by RSI for project services can be paid for with the active funds on this retainer agreement.
- **Support Services.** RSI offers Time & Material support, on a scheduled basis, for Tier 1 technicians from our Help Desk in Lacey, Washington, and our Project Engineers, with a 4 hour minimum. Scheduling is subject to availability.
- **Emergency Support Services.** RSI engineering can assist in a break/fix capacity for partial or full work stoppages, subject to availability, and billed at 1.5x normal support service rate. Calling 800-571-1717 or emailing help@rightsys.com will initiate the emergency support process.

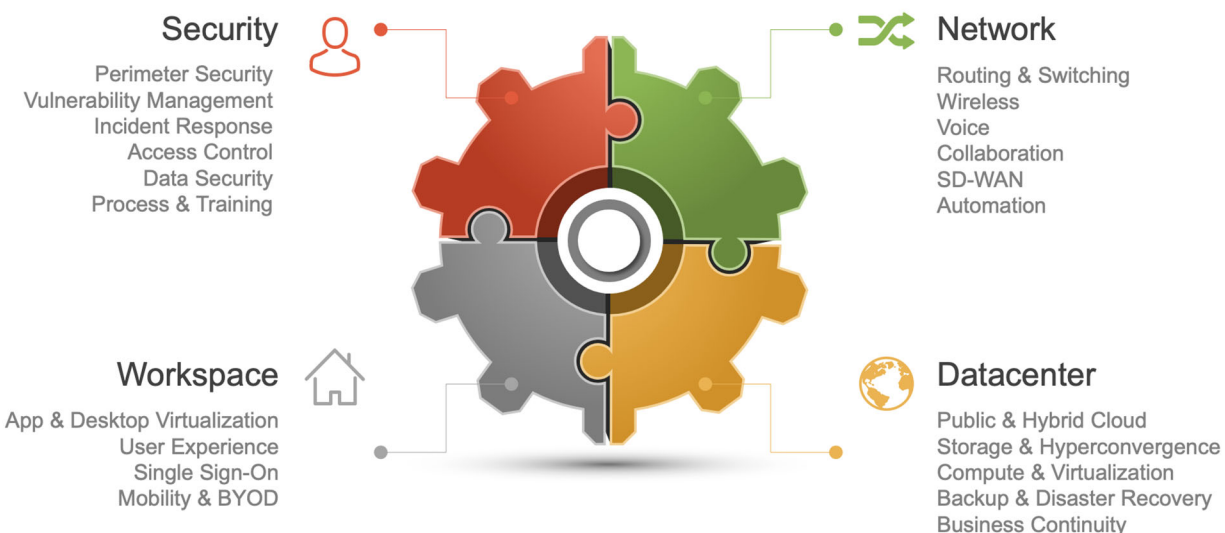
Support Services Rate	Project Services Rate
\$200 per hour	\$1440 - \$2400 per day

Defined rates are excluding travel costs, and rates are subject to change at the conclusion of this Agreement. Rate discounts are not retroactive to previously scheduled or scoped work.

Please ask your RSI account manager for more details on any of the above service offerings.

PROFESSIONAL SERVICES OFFERINGS

Since 1993, Right! Systems Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership. With over 30 full-time, certified engineers, RSI can lead or assist on any of the below technology verticals:



AGREEMENT PRICING OPTIONS

Retainer Agreements are available in any amount.

RSI will require a **Purchase Order and payment for the full amount of the Retainer value listed below** prior to scheduling and performance of services. Upon receipt of this signed agreement, RSI will issue an invoice for the full amount selected. Any unused portions of the balance of this contract expire at the completion of the one-year period defined above.

Agreement Amount
\$ 51,040.00

TERMS AND CONDITIONS

1. PURPOSE AND MEANING OF SIGNATURES

City of Shelton and RSI signatures on this document indicates that City of Shelton and RSI agree that the Terms and Conditions contained herein apply to any subsequent Statement of Work. In the event of any conflict between the Terms and Conditions set forth in this Master Services Agreement, and any terms set forth in any subsequent Purchase Agreement, the terms of this Master Services Agreement shall control, unless the Parties clearly indicate in writing their intent to amend these Terms and Conditions.

2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this Agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Shelton against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

City of Shelton Warranties. City of Shelton represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Shelton mutually agree to a progressive invoicing schedule on a weekly or bi-weekly basis. If City of Shelton requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Shelton shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Shelton fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Shelton to RSI. In addition, failure of City of Shelton to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Shelton from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Shelton shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Shelton, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

4. TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during any service engagement, it is expected and agreed upon that City of Shelton will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Shelton. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

5. NO HIRE

During the course of this Agreement and for a period of twelve months following the conclusion of this Agreement, City of Shelton shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Shelton.

6. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

7. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of City of Shelton. As between City of Shelton and RSI, City of Shelton information shall remain the sole and exclusive property of City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Shelton hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Shelton information as necessary to render Services to City of Shelton under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the

Services to City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Shelton hereby transfers and assigns to RSI all rights, title and interest which City of Shelton may have in and to the RSI Materials. City of Shelton acknowledges and agrees that RSI is in the business of providing professional services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the RSI, and to use or otherwise exploit any RSI Materials in providing such services.

8. INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

9. LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, City of Shelton data files, programs, or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Shelton for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Shelton under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

10. INSURANCE

At all times during the term of this Agreement, RSI shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed below:

- i. Workers Compensation and Employer's Liability Insurance with limits not less than the statutory requirements of applicable state and federal law. All personnel employed by third parties performing services on behalf of City of Shelton shall be covered by workers compensation insurance.
- ii. Comprehensive General Liability Insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of \$2,000,000.00 combined single limit per occurrence.
- iii. Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by Provider, with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 combined single limit per occurrence.

RSI's initial compliance with this requirement shall be evidenced by the Certificate of Insurance issued by RSI's insurers to City of Shelton every year, which when submitted to City of Shelton shall be deemed to be incorporated herein. The amount of insurance required in this Section may be satisfied by the purchase of separate Primary and Umbrella (or Excess) Liability policies which, when combined together, provide the total limits of insurance specified.

Upon advance written notice, RSI shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City of Shelton from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available, and provided City of Shelton pays the cost of said coverage.

The above-required insurance shall be maintained by RSI during the term of this Contract and shall not be canceled by RSI without thirty (30) days advance written notice to City of Shelton. RSI agrees to have its insurance carrier furnish City of Shelton a certificate or certificates evidencing insurance coverage in accordance with the requirements of this Agreement, if applicable.

11. TERMINATION AND RENEWAL

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for two (2) years, and automatically renew for successive two (2) year periods unless terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services agreed to, but not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Shelton shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

12. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Shelton and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of any services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Shelton.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

City of Shelton Identification. RSI may use the name of and identify City of Shelton as an RSI City of Shelton in advertising, publicity, or similar materials distributed or displayed to prospective RSI City of Sheltons.

Force Majeure. Except for the payment of fees by City of Shelton, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of laws' provisions, and City of Shelton and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Shelton and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Shelton warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Shelton indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

SERVICES AGREEMENT

The signatures below indicate that Right! Systems, Inc. and City of Shelton agree to all of the terms and conditions detailed in this Retainer Agreement.

CITY OF SHELTON PO: _____

If no City of Shelton PO is provided, RSI will use the following PO for invoicing purposes:
OPP92897

This Services Agreement is valid for signature 30 days from October 7, 2020

City of Shelton	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



Infrastructure Refresh and Migration to MSP Project

Statement of Work

Prepared for:

City of Shelton

September 23, 2020

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

PROJECT OBJECTIVE

City of Shelton has asked Right! Systems, Inc. (RSI) for a proposal of services, in the form of a Statement of Work (SOW), to migrate the existing technology infrastructure for the purpose of moving to a more stable, reliable, better performing, more secure infrastructure. RSI's statement of work accomplishes the following objectives:

- Review design of the current environment for purposes of creating a more stable, better performing virtual desktop / virtual app / local device experience for end users
- Design for migration and best practice for management, including diagrams, migrations steps, risk analysis.
- Deployment and Configuration of new infrastructure, Office 365, Citrix virtualization environment and thin client devices.
- Setup of backup, monitoring and operational management processes for the purposes of delivering managed services.

At the conclusion of this engagement, City of Shelton and RSI will meet to discuss any next steps and future engagements.

PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

STAGE 1	ACTIVITIES / DELIVERABLES
Infrastructure	<p>Expected Activities:</p> <ul style="list-style-type: none">• A two (2) hour planning meeting will be required on the first day of the project• Rack and stack the new Nutanix hardware• Update firmware on new hardware• Configure switches for Nutanix workloads• Initialize the Nutanix cluster and configure storage• Install VMware onto all hosts• Test the new environment high availability and performance <p>Project Deliverables:</p> <ul style="list-style-type: none">• As-built Visio• Deployed Private Cloud

STAGE 2	ACTIVITIES / DELIVERABLES
Network	<p>Expected Activities:</p> <ul style="list-style-type: none">• Design & Planning of the deployment• Cable Mapping of Patch Panel to Switch Port across each of the identified locations• Firmware upgrades across all new network hardware• Configuration of new networking devices• Installation of new networking devices across each of the identified locations• Integration with cloud control panel for management of new network devices• Integration with existing solution(s), where possible• Testing, documentation, and knowledge transfer <p>Project Deliverables:</p> <ul style="list-style-type: none">• Documentation of work completed• Work effort as described above complete

STAGE 3	ACTIVITIES / DELIVERABLES
Office 365 Migration	<p>Expected Activities:</p> <ul style="list-style-type: none"> • Planning meeting to discuss migration and impact • Review of current Exchange environment • Review of current Active Directory • Review of potential use of Teams and OneDrive • Configuration of MFA and SSO • Review of email spam configuration and settings to discuss Office 365 spam offerings • Deployment of Azure AD synchronization <p>Project Deliverables:</p> <ul style="list-style-type: none"> • Deployed hybrid Exchange environment • Recommendations for 3rd party products and integration with Office 365

STAGE 4	ACTIVITIES / DELIVERABLES
Citrix and Thin Client	<p>Expected Activities:</p> <ul style="list-style-type: none"> • Validate Citrix Cloud readiness with Citrix • Deploy Citrix Cloud Connector servers and integrate with Citrix Cloud • Configure Master Virtual App and Desktop Images • Optimize the environment for Virtual App and Desktop delivery • Deploy Printing • Deploy IGEL OS Management • Deploy Thin Client Devices and migrate end users to the new environment • Test and validate functionality and usability for both internal and external users <p>Project Deliverables:</p> <ul style="list-style-type: none"> • Documentation of work completed • Citrix Virtual Application and Desktop environment deployed for internal and external users • Thin client devices deployed, and end users migrated to new devices

CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

	CUSTOMER REQUIREMENTS
Infrastructure Refresh and Migration to MSP Project	<ul style="list-style-type: none">• No prerequisites in addition to General Assumptions below

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

	CUSTOMER REQUIREMENTS
Out of Scope	<ul style="list-style-type: none">• No additional, specific clarifications of Out of Scope technologies

The general assumptions listed below apply to this engagement unless specifically contradicted in the Project Purpose or Project Scope above.

	CUSTOMER REQUIREMENTS
General Assumptions	<ul style="list-style-type: none"> • City of Shelton may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite. • Sufficient power, cooling, rack space, and cabling is required for any hardware related to this engagement and is the sole responsibility of City of Shelton. • Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of City of Shelton. • Administrative-level permissions for particular hardware or software components of the environment may need to be provided to RSI for the duration of this engagement. • Service-impacting activities may require maintenance windows for scheduled downtimes. • City of Shelton resources will need to be available as requested by RSI team members. Technical support from the provider of any hardware or software related to this engagement may be required, both during and after business hours. • RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances. • Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI's negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of City of Shelton may be viewed as a Change Order to this agreement and will required a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties. • Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage

CHANGE MANAGEMENT PROCESS

This statement of work may be amended upon agreement of both RSI and City of Shelton and the execution of a modification to the statement of work (Change Order). Both RSI and City of Shelton may request a Change Order to effect a change to the Project. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and City of Shelton may agree to an adjustment of the price, as applicable, and as referenced in the Change Order.

For services that do not affect the material effort to complete a stage of work, RSI will strive to complete these efforts without a Change Order if they do not impact the schedule or completion of a particular stage of the project.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

An identified prerequisite is not complete

Any prerequisites identified in this statement of work or subsequent discussions with City of Shelton that are not complete prior to the start of this engagement (or particular stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost as a result of the prerequisite(s) not being met.

The engagement cannot continue or complete

If, during the project activities, RSI determines the project cannot continue without a Change Order, or can continue, but cannot complete without a Change Order, RSI will attempt in good faith to immediately reach City of Shelton to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

Additional services warranted

If either RSI or City of Shelton identify additional services outside the Project Scope that do not materially affect the successful completion of this project, but are needed or wanted by City of Shelton, a Change Order or new statement of work may be requested by either party.

PROJECT TEAM

Project Engineer(s)

The role of the Project Engineer is to plan and lead day-to-day project activities, making adjustments as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope.
- Implementation of all technical solutions put forth in this SOW.
- Creation and development of project documentation deliverables.
- Leading meetings necessary for project deliverables
- Technical review of progress with the team.

Project Architect

A Right! Systems Project Architect may be assigned to the project to assist with the technical accuracy of project deliverables. The Project Architect may oversee, review, and validate all technical details, participate in kickoff meetings, and work with the Project Engineer during any planning and design stages. Specific Project Architect tasks may include, but are not limited to:

- Providing technical thought leadership to the team to ensure successful delivery of the project scope.
- Review of service-related documentation and implementation of the project.
- Orchestrate the technical efforts to deliver a comprehensive solution.

Note: Project Architect activities will be conducted in a remote capacity

Project Manager / Project Coordinator/Project Integrator

RSI will assign a Project Manager (“PM”) or Project Coordinator (“PC”) or Project Integrator (“PI”) to act as a single point of contact for City of Shelton, for the management of the services set forth in this SOW. The PM/PC/PI employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope.
- Coordination of kick-off, status, and closure meetings.
- Establishing and managing the services schedule, deliverables, and status reporting.
- Confirmation of delivered milestones and services in accordance with this SOW.
- Obtaining service completion and project sign-off from City of Shelton.

Note: PM/PC/PI activities will be conducted primarily in a remote capacity

PROJECT PRICING

Based on the requirements gathered from City of Shelton and work plan detailed in the project scope section of this Statement of Work, the following represents the fixed pricing related to this project.

ENGAGEMENT	PRICE
Infrastructure Refresh and Migration to MSP Project	\$51,040.00

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required.

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

City of Shelton acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required. Scheduling for qualified resources may require up to six (6) weeks lead time, and any changes or delays to the schedule by City of Shelton will require additional lead time.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project it is expected and agreed to that City of Shelton will reimburse RSI as described in the Terms and Conditions section below.

T&E	ESTIMATE OF COST
Estimate	No travel cost estimated for this engagement

TERMS AND CONDITIONS

1. PURPOSE AND MEANING OF SIGNATURES

City of Shelton signature on this document indicates that City of Shelton agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Shelton. City of Shelton decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Shelton decision to purchase and providing that City of Shelton provides appropriate purchase/payment commitments.

2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Shelton against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

City of Shelton Warranties. City of Shelton represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Shelton mutually agree to a progressive invoicing schedule on weekly or bi-weekly basis. If City of Shelton requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Shelton shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Shelton fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Shelton to RSI. In addition, failure of City of Shelton to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Shelton from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Shelton shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Shelton, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

4. TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that City of Shelton will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Shelton. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

5. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Shelton shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Shelton.

6. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

7. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of City of Shelton. As between City of Shelton and RSI, City of Shelton information shall remain the sole and exclusive property of City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Shelton hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Shelton information as necessary to render the Services to City of Shelton under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Shelton hereby transfers and assigns to RSI all rights, title and interest which City of Shelton may have in and to the RSI Materials. City of Shelton acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

8. INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

9. LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Shelton data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Shelton for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Shelton under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

10. TERMINATION AND RENEWAL

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Shelton shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

11. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Shelton and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Shelton.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Shelton as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Shelton, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Shelton and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Shelton and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by

assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Shelton warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Shelton indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

PROJECT AGREEMENT

The signatures below indicate that Right! Systems, Inc. and City of Shelton agree to the scope as provided, and all terms and conditions detailed in this Statement of Work. If a City of Shelton purchase order number is required for invoicing by Right! Systems, Inc., City of Shelton agrees to provide purchase order number and/or copy of purchase order with signed Statement of Work.

CUSTOMER PO: _____

If no customer PO is provided, RSI will use the following PO for invoicing purposes: **OPP91398**

This Statement of Work is valid for signature 30 days from September 23, 2020.

City of Shelton	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



Right! Systems, Inc.
2600 Willamette Dr NE
Suite C
Lacey, WA 98516
Phone: 360-528-8609

QUOTE

Date	10/07/20
Quote #	RSIQ52192
SalesRep	Kris Grassman
	360-528-8609
Prepared By	Jared Luther
	800-571-1717
Customer Contact	Tim Audorff
	(360) 432-5129
	taudorff@ci.shelton.wa.us

Customer	Bill To	Ship To
City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States

Terms: NET 30	Ship Via: Ground
Special Instructions:	Description: LG Thin Clients

#	Description	Part #	Qty	Unit Price	Ext. Price
1	LG Thin Client Box CK500N-3C - Thin client - Mini-ITX Box PC - 1 x G-Series GX-212JJ / 1.2 GHz - RAM 4 GB - SSD 32 GB - GigE - WLAN: Bluetooth 4.0, 802.11a/b/g/n/ac - monitor: none	CK500N-3C	52	\$490.60	\$25,511.20
2	SubTotal				\$25,511.20
3	RSI - Professional Services - Estimate				
4	Right! Systems Inc. Professional Services *Statement of Work to Follow*	ENGR-RSI-SERVICES	1	\$51,040.00	\$51,040.00
5	SubTotal				\$76,551.20
				Sub Total	\$76,551.20

Authorized Signature _____ Title _____ Date _____

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.



Right! Systems, Inc.
2600 Willamette Dr NE
Suite C
Lacey, WA 98516
Phone: 360-528-8609

QUOTE

Date	10/07/20
Quote #	RSIQ51568-08
SalesRep	Kris Grassman
	360-528-8609
Prepared By	Jared Luther
	800-571-1717
Customer Contact	Tim Audorff
	(360) 432-5129
	taudorff@ci.shelton.wa.us

Customer	Bill To	Ship To
City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States

Terms: NET 30	Ship Via: Ground
Special Instructions:	Description: EUC Products 3 Year

#	Description	Part #	Qty	Unit Price	Ext. Price
1	IGEL Software				
2	IGEL Workspace Edition for IGEL OS 11 - license - 1 license	BPP0L0000000000	52	\$125.00	\$6,500.00
3	IGEL Workspace Edition - maintenance (3 year) - 1 license	BMV3L0000000000	52	\$57.90	\$3,010.80
4	SubTotal				\$9,510.80
5	Microsoft RDS CALs				
6	Microsoft Windows Remote Desktop Services 2019 - License - 1 user CAL - Open License - Win - Single Language	6VC-03748	96	\$132.00	\$12,672.00
7	SubTotal				\$12,672.00
8	Tricerat Licenses				
9	Tricerat Simplify Printing V6 / Concurrent User / Perpetual	TPRI6PERPCCU	96	\$18.75	\$1,800.00
10	Tricerat 3 year Software Maintenance and Support: Simplify Printing V6 Concurrent User Perpetual	MPRI6PERPCCU	96	\$10.60	\$1,017.60
11	SubTotal				\$2,817.60
12	Civic Center Network				
13	Core				
14	Fortinet FortiSwitch 1024D - Switch - managed - 24 x 1 Gigabit / 10 Gigabit SFP+ - rack-mountable	FS-1024D	2	\$7,421.91	\$14,843.82
15	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD - for P/N: FS-1024D	FC-10-W1024-247-02-36	2	\$2,901.29	\$5,802.58
16	Fortinet FortiCare Premium RMA Next Day Delivery - Extended service agreement - advance parts replacement - 1 year - shipment - 24x7 - response time: next day - for P/N: FS-1024D (One Time Purchase)	FC-10-W1024-210-02-12	2	\$644.80	\$1,289.60
17	Fortinet FortiSwitch Cloud Management - Subscription license (3 years) - hosted	FC-10-WMSC1-190-02-36	2	\$55.69	\$111.38
18	SubTotal				\$22,047.38
19	MDF				
20	Fortinet FortiSwitch 448D - Switch - managed - 48 x 10/100/1000 + 4 x 10 Gigabit SFP+ - rack-mountable - PoE+ (740 W)	FS-448D-FPOE	3	\$2,475.00	\$7,425.00

#	Description	Part #	Qty	Unit Price	Ext. Price
21	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD - for P/N: FS-1024D	FC-10-W4483-247-02-36	3	\$967.50	\$2,902.50
22	Fortinet FortiSwitch Cloud Management - Subscription license (3 years) - hosted	FC-10-WMSC1-190-02-36	3	\$55.69	\$167.07
23	SubTotal				\$10,494.57
24	IDF1 Comm Closet				
25	Fortinet FortiSwitch 448D - Switch - managed - 48 x 10/100/1000 + 4 x 10 Gigabit SFP+ - rack-mountable - PoE+ (740 W)	FS-448D-FPOE	2	\$2,475.00	\$4,950.00
26	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD - for P/N: FS-1024D	FC-10-W4483-247-02-36	2	\$967.50	\$1,935.00
27	Fortinet FortiSwitch Cloud Management - Subscription license (3 years) - hosted	FC-10-WMSC1-190-02-36	2	\$55.69	\$111.38
28	SubTotal				\$6,996.38
29	IDF2 Storage Room				
30	Fortinet FortiSwitch 448D - Switch - managed - 48 x 10/100/1000 + 4 x 10 Gigabit SFP+ - rack-mountable - PoE+ (740 W)	FS-448D-FPOE	1	\$2,475.00	\$2,475.00
31	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD - for P/N: FS-1024D	FC-10-W4483-247-02-36	1	\$967.50	\$967.50
32	Fortinet FortiSwitch Cloud Management - Subscription license (3 years) - hosted	FC-10-WMSC1-190-02-36	1	\$55.69	\$55.69
33	SubTotal				\$3,498.19
34	Wireless				
35	Fortinet FortiAP 421E - Wireless access point - 802.11ac Wave 2 - Wi-Fi - Dual Band	FAP-421E-A	6	\$495.00	\$2,970.00
36	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD	FC-10-P421E-247-02-36	6	\$193.50	\$1,161.00
37	Fortinet FortiCare Secure RMA Service - Extended service agreement - replacement - 3 year - shipment - for P/N: FAP-421E-A	FC-10-90AP1-639-02-36	6	\$266.06	\$1,596.36
38	SubTotal				\$5,727.36
39	Firewall				
40	Fortinet FortiGate - Security appliance - with 3 years FortiCare Advanced Support Engineer and 1 year FortiGuard 360 Protection Bundle - 10 GigE - 1U	FG-101F-BDL-817-36	2	\$8,455.00	\$16,910.00
41	SubTotal				\$16,910.00
42	Public Works Network				
43	Comm Closet				
44	Fortinet FortiSwitch 448D - Switch - managed - 48 x 10/100/1000 + 4 x 10 Gigabit SFP+ - rack-mountable - PoE+ (740 W)	FS-448D-FPOE	1	\$2,475.00	\$2,475.00
45	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD - for P/N: FS-1024D	FC-10-W4483-247-02-36	1	\$967.50	\$967.50
46					
47	Fortinet FortiSwitch Cloud Management - Subscription license (3 years) - hosted	FC-10-WMSC1-190-02-36	1	\$55.69	\$55.69
48	SubTotal				\$3,498.19
49	Wireless				
50	Fortinet FortiAP 421E - Wireless access point - 802.11ac Wave 2 - Wi-Fi - Dual Band	FAP-421E-A	2	\$495.00	\$990.00

#	Description	Part #	Qty	Unit Price	Ext. Price
51	Fortinet FortiCare 24X7 Comprehensive Support - Extended service agreement - advance parts replacement - 3 years - shipment - response time: NBD	FC-10-P421E-247-02-36	2	\$193.50	\$387.00
52	Fortinet FortiCare Secure RMA Service - Extended service agreement - replacement - 3 year - shipment - for P/N: FAP-421E-A	FC-10-90AP1-639-02-36	2	\$266.06	\$532.12
53	SubTotal				\$1,909.12
54	Fortinet 10GBase DACs				
55	Fortinet - 10GBase direct attach cable - SFP+ (M) to SFP+ (M) - 10 ft - passive	SP-CABLE-FS-SFP+3	12	\$103.50	\$1,242.00
56	SubTotal				\$1,242.00
57	Microsoft Windows Server Licensing - 3 Hosts - 72 Cores				
58	Microsoft Windows Server 2019 Datacenter - License - 2 cores - Microsoft Qualified - Open License - Single Language	9EA-01045	36	\$770.00	\$27,720.00
59	SubTotal				\$27,720.00
Sub Total					\$125,043.59

Authorized Signature

Title

Date

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

10/07/20

Jared Luther
Opportunity #: 92103

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v03.032217
Reference # N/A

Page

3 of 3



Right! Systems, Inc.
2600 Willamette Dr NE
Suite C
Lacey, WA 98516
Phone: 360-528-8609

QUOTE

Date	09/29/20
Quote #	RSIQ51974-01
SalesRep	Kris Grassman
	360-528-8609
Prepared By	Jared Luther
	800-571-1717
Customer Contact	Tim Audorff
	(360) 432-5129
	taudorff@ci.shelton.wa.us

Customer	Bill To	Ship To
City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States	City of Shelton Tim Audorff (360) 432-5129 525 W Cota St. Shelton, WA 98584 United States

Terms: NET 30	Ship Via: Ground
Special Instructions: NASPO Master Contract Number: AR2472	Description: EUC Products (Server Infrastructure) 3 Year

#	Description	Part #	Qty	Unit Price	Ext. Price
1	Nutanix Hardware & Software				
2	NX-3155G-G7: 1 Node, Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer - Tier 4 Also Included Per Node: NX-3155G-G7, 1 Node with Dual Intel Xeon Processor 6226 (2.7 GHz, 12 cores, Cascade Lake) 36 x C-MEM-32GB-2933-A-CM - 32GB Memory Module (2933MHz DDR4 RDIMM) 12 x C-HDD-6TB-B5-A-CM - 6TB HDD with 3.5" Drive Carrier 6 x C-SSD-1.92TB-B5-A-CM - 1.92TB SSD with 3.5" Drive Carrier 6 x C-NIC-10GSFP2-A-CM - 10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES) 3 x S-HW-PRD24/7 - Production Level HW Support for Nutanix HCI appliance 36 x Support-Term Support Term in Months 1 x SW-AOS-PRO-PRD-3YR Subscription, Acropolis (AOS) Pro Software License for 3YR & Production Software Support Service for 3YR 72 x L-CORES-PRO-PRD-3YR - Subscription, Acropolis (AOS) Pro Software License for 1 CPU core for 3YR & Production Software Support Service for 1 CPU core for 3YR 11 x L-FLASHTiB-PRO-PRD-3YR - Subscription, Acropolis (AOS) Pro Software License for 1 TiB of flash for 3YR & Production Software Support Service for 1 TiB of flash for 3YR	NX-3155G-G7-T4	3	\$46,000.00	\$138,000.00
3	Nutanix Support				
4	24/7 Production Level HW Support for Nutanix appliance - For Tier 5 product - 3 Year	S-HW-PRD-T5	3	\$970.00	\$2,910.00
5	Nutanix Files License & Entitlement for Deploying Files				
6	Files License & Entitlement for Deploying Files on top of AOS Clusters only * Also includes 36 Months Production 24/7 Software Support Nutanix	SW-FILES-AOS-TiB-PRD-3Y R	3	\$2,422.36	\$7,267.08
				Sub Total	\$148,177.08
				Shipping	\$850.00
				Grand Total	\$149,027.08

#	Description	Part #	Qty	Unit Price	Ext. Price
---	-------------	--------	-----	------------	------------

Authorized Signature

Title

Date

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.