

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

Vision Statement

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 January 17, 2023 6:00 pm

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Each speaker will be allowed a maximum of three minutes, unless repeat testimony is requested by the Mayor/Council.

REPORTS

Police/Fire/City Administrator/City Engineer/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the January 3, 2023, January 6, 2023, and January 10, 2023, Council meeting minutes

NEW BUSINESS

4. **Electric**– Consider approval of unit 1 change order #1 (attachment) {action item}.
5. **Police**- Consider cost for repairs on police vehicles (attachment) {action item}.
6. **City**- Discuss Tyler Technologies contract for ERP software as a service (attachment) {action item}.
7. **City**- Consider Local Option Tax ballot measure for May 2023 election and authorize staff to prepare draft ordinance and set next workshop date with community (attachment) {action item}.
8. **Executive Session**- pursuant to Idaho Code 74-206, subsection 1(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. {action item}

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 3, 2023
6:00 pm**

Mayor Dick Staples called the Council meeting of January 3, 2023, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson and Rick Alonzo. Also present were: City Attorney Andrakay Pluid, City Engineer Mike Klaus and City Administrator Lisa Ailport. Members of the public present included: Marciavee Cossette, David Clark, Kathleen Walk, David Sims, Fay Almond and Angela and Kreg Boudro. Dave Gray participated via Zoom.

The mayor opened the meeting at 6:00 pm with the pledge of allegiance.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Marciavee Cossette commented about her appreciation for the work that the council does for the city.

Dave Gray commented on his appreciation for the council keeping the pool open for the 2023 season.

REPORTS

David Sims, gave an update regarding the border crossing and how a congressional delegation sent a letter to the Border Patrol Acting Director who indicated at this time they are not going to change the hours of operation [for the Port Hill crossing]. David indicated the delegate was not going to give up on this and neither was he.

David also discussed broadband grants being submitted by local business with a January 22 due date, he noted it was a pretty quick turn-around. He knows of one local provider putting in the grant and the fund is around 35 million in size. He was surprised by such the quick turn-around time but is hopeful that another round of funding will come out in the spring of this year and could be as high as 600-million funds made available.

David is also working with Parks and Rec on a block grants for tennis court replacement. He is meeting with them next week to go over that with them. He finished with the value-added producer grants, which he is looking for local small or medium agricultural growers to apply for. He is aware that in the past three local producers have benefited from this grant and with the opportunity ahead, he'd like to connect producers with the funding opportunity. Producers could be eligible to receive up to 250,000.00 for marketing and associated costs. USDA will be coming up in early February to meet with interested producers.

Rick Alonzo asked what the definition of a "small-farmer" was and David responded "they" use USDA's definition of a small or medium farm that is up to a million dollars in gross proceeds and who adds value to a crop (a crop which is processed into another form) or a crop which is sold locally but not processed.

No other reports were provided.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 20, 2022, and December 23, 2023, Council meeting minutes

Brion Poston moved to approve the consent agenda. The motion was seconded.

Result:	Approve
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo,
Voted No	
Absent	Ron Smith

NEW BUSINESS

4. **Sewer**– Consider signing Amendment agreement with Strong Capital to relocate Lift Station #5 (attachment) {action item}

Mike presented to the council the contract with Strong Capital for lift station #5. According to Mike, there is one area of the contract that he is working on trying to get clarified on the number of days it would take to move the unit if Strong Capital required it. According to the contract we have 30-days to move if given noticed to do so, but we most likely would require at least 18 months.

Dick Staples commented that Mike's memo noted that the city should consider time and effort to pursue the option to purchase the property. Mike mentioned he was pursuing that option, but that it not likely that it would be effective.

Val Thompson asked Andrakay if it would be beneficial to have the attorney write a letter to Strong Capital about the time frame noted in the contract to move the structure. She indicated that its likely that they will have to go around Strong Capital straight to BNSF requesting the modification to the contract terms.

Andrakay made a comment that, while Strong Capital noted they have not required moving of other facilities and they don't anticipate in as part of this contract, she wanted the contract to reflect the additional time that Mike had suggested.

Rick made a motion to authorize the mayor to sign the agreement with Strong Capital to relocated lift station #5. The motion was seconded.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Brion Poston
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo
Voted No	
Absent	Ron Smith

5. **Streets**- Consider Resolution to adopt updated transportation plan, prepared by Century West Engineering. (attachment) {action item}.

Lisa Ailport noted that a memo was provided to the council and asked for any questions. The plan which was prepared by Century West Engineering. The plan was reviewed by staff and staff agrees with the plan. Additionally, the city has already relied on the plan for the application to the Local Highway Technical Assistance Council's (LHTAC), Local Rural Highway Improvement Plan (LRHIP) for up to \$100,000.00 to cover our material costs association with road maintenance for this fiscal year and next. Adoption by resolution as attached is required to append the existing plan with the modified plan.

Val asked about a resolution number that they can use when they make a motion. Lisa responded, after clarifying with the city attorney, that they can make a motion which can stipulate that council use the next consecutive resolution number as provided by the clerk's office.

Rick made a motion to adopt the resolution with the next consecutive number in the resolution process, the updated transportation plan prepared by Century West Engineering.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo
Voted No	
Absent	Ron Smith

6. **City-** Consider contract with SCREE, LLC (Landon Otis) for website management and website design upgrades. (attachment) {action item}.

Lisa presented to council the city has been working with a local vendor to assist with the city website updates and design. Over the course of the last 2 years, staff has been struggling with getting attention to the site when requested, which led to the city seeking proposal from other companies which could meet the needs that the city has. After the Clerk and Lisa met with Landon Otis, owner of SCREE, LLC, they felt comfortable that his skill set would match the city's needs at this time. Lisa noted some of the projects around updating the website that need immediate attention, in particular updating the website to accommodate the online pool registrations, updating P/Z notices and minutes and reformatting/redesigning the page to make it more user friendly.

After discussions with Mr. Otis, the monthly amount of time at the cost of \$55.00/hour was both reasonable and accountable to both the city and Mr. Otis to have that time allocated for city business.

Val asked if we would be interrupting an existing contract with Small Town Designs. Lisa commented that we would not be, because staff could not get a response from Small Town Designs after sending scopes and draft contracts for consideration.

Val made a motion to authorize the mayor to sign the contract with SCREE, LLC for the as-directed, as needed website management services at the cost of \$5280.00 per year. Motion was seconded.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo
Voted No	
Absent	Ron Smith

7. **Executive Session** - Executive Session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement,

And subsection 1(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. {action item}

Rick moved to enter executive session at 6:21 pm, citing Idaho Code 74-206 subsection 1 (f) and 1(b).

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo
Voted No	
Absent	Ron Smith

Council exited executive session at 8:20 pm., and the mayor adjourned the meeting after noting that no decision were made while in executive session.

The meeting was adjourned at 8:20 pm.

I presided over this meeting and can confirm that the above minutes reflect the actual events as summarized and approved by the Council at the January 17, 2023, meeting.

Mayor

Attest: Clerk and/or Deputy Clerk

**MINUTES
CITY COUNCIL
Bonners Ferry City Hall
7232 Main Street
267-3105
January 6, 2023
9:15 am**

Mayor Dick Staples called the Council meeting of January 6, 2023, to order at 9:15 am. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Ron Smith and Rick Alonzo. Also present were: Deputy Clerk Deby Garcia and City Engineer Mike Klaus.

NEW BUSINESS

1. **City-** Consider un-appointing Christine McNair as City Treasurer and removing her on all city bank accounts (action item).

Council Woman, Valerie Thompson, moved to un-appoint Christine McNair as City Treasurer and removing her on all city bank accounts. Motion was seconded.

Result:	Approve
Moved by:	Valerie Thompson
Seconded by	Brion Poston
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

City- Consider adding, Deby Garcia, Deputy Clerk, to all city bank accounts as an official signer on such accounts. (action item)

The Mayor noted that Deputy Clerk, Deby Garcia could not be added to the accounts as a signatory due to internal controls that prevent the accounts payable and receivable clerk from issuing checks. The mayor would like to add Councilman Brion Poston as the signatory on the city bank accounts as an official signer in lieu of Deputy Clerk Deby Garcia.

Councilman Rick Alonzo made a motion to add Brion Poston to all city bank accounts as an official signer on such accounts. Motion was seconded.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith, Brion Poston
Voted No	
Absent	

The Mayor adjourned the meeting at 9:16 am.

I presided over this meeting and can confirm that the above minutes reflect the actual events as summarized and approved by the Council at the January 17, 2023, meeting.

Mayor

Attest: Clerk and/or Deputy Clerk

**MINUTES
CITY COUNCIL
Bonners Ferry City Hall
7232 Main Street
267-3105
January 10, 2023
5:00 pm**

Mayor Dick Staples called the Council meeting of January 10, 2023, to order at 5:00pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Ron Smith and Rick Alonzo. City Staff Present for the meeting included City Administrator Lisa Ailport, Deputy Clerk Deby Garcia. Members of the public in attendance included: Jerry Higgs, David Sims, Rob Thompson, Adrienne Norris, David Clark, Fay Almond, Hilary Kraly, Richard Beck, Loretta Hunsaker, Shelly Kramer, Alison Henslee, James Dorhofer, Kevin Callos, Olivia Drake, Emily Bonsant, Darrell Kerby and Adam Isaac (who participated via zoom). In addition to the public in attendance, the following representatives attended: Jake Garringer with Governor Little's office and Caleb Davis with Congressman Russ Fulcher's office.

City – General Fund shortfall workshop {discussion only}

The mayor opened the meeting up at 5:00 pm wherein he introduced the topic of discussion. After which he handed over the meeting to City Administrator, Lisa Ailport to cover the issue in more detail. Lisa presented the topic to the group for the next two hours, including some question-and-answer time.

After the end of the question-and-answer time, the mayor adjourned the meeting at 6:55pm. No decision were made.

I presided over this meeting and can confirm that the above minutes reflect the actual events as summarized and approved by the Council at the January 17, 2023, meeting.

Mayor

Attest: Clerk and/or Deputy Clerk



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: January 12, 2023

RE: Electric – Moyie Powerplant Unit 1 Overhaul – Change Orders

Unit 1 equipment has been at the Riverside shop and has been measured and evaluated to see what work specifically needs to be completed, in addition to the base contract amount. I visited the Riverside shop in Parma on January 11 to look over the additional work needed to overhaul the unit. Attached is a spreadsheet that shows the additional cost that should be included in Change Order #1. I will explain the items on the list during the council meeting if there are any questions.

With this memo I recommend that Council approve Change Order #1 for \$46,677, and authorize the city engineer to sign the change order documentation for that additional amount.

Thank you,

Mike

City of Bonners Ferry
Unit 1 Overhaul Bid
Bidder : Riverside Inc.
1/12/2023

Item	Price Per Unit	Unit	Qty	Sub Total	Anticipated Work
Base Bid	\$ 188,980.00	Lump Sum	1	\$ 188,980.00	\$ 188,980.00
Alternate A - Upper Guide Bearing	\$ 5,642.00	Lump Sum	1	\$ 5,642.00	\$ 5,642.00
Alternate B - Thrust Bearing	\$ 11,816.00	Lump Sum	1	\$ 11,816.00	\$ 11,816.00
Alternate C - Lower Guide Bearing	\$ 5,642.00	Lump Sum	1	\$ 5,642.00	\$ 5,642.00
Alternate D - Intermediate Bearing	\$ 5,862.00	Lump Sum	1	\$ 5,862.00	\$ 5,862.00
Alternate E - Turbine Bearing	\$ 5,862.00	Lump Sum	1	\$ 5,862.00	\$ 5,862.00
Alternate F - Replace Case Rings	\$ 14,896.00	Lump Sum	1	\$ 14,896.00	
Alternate G - Re-Varnish Rotor/Stator	\$ 4,000.00	Lump Sum	1	\$ 4,000.00	\$ 4,000.00
Alternate H - Re-Mobilization Fee	\$ 8,550.00	Lump Sum	1	\$ 8,550.00	
Alternate I - Field Time	\$ 225.00	Hour	80	\$ 18,000.00	
Alternate J - Shop Time	\$ 95.00	Hour	80	\$ 7,600.00	
Change Orders - Proposed Total	\$ 7,853.00	Lump Sum	1	\$ 7,853.00	\$ 7,853.00
Expected Project Total				\$ 235,657.00	

Change Order Proposals

Journal work and packing sleeve	\$ 3,600.00
Wicket gate damage repair	\$ 4,253.00
Total	\$ 7,853.00

Base Bid	\$ 188,980.00
Alternates + Change Orders	\$ 46,677.00
	\$ 235,657.00



P.O. Box 720 Parma, Idaho 83660
Office 208.722.6731 Fax 208.722.6736
Email riverside@rsicorp.net

1/9/2023

Moyie Power Plant Unit 1 Repair

As per our conversation, we are recommending:

1. Journal work on turbine shaft packing sleeve #7 under Base Work. Existing sleeve has multiple gouges up to .080" per side deep, we will machine old sleeve off and replace with new Stainless-Steel sleeve. Estimated cost to be done under Alternate J (shop time) **\$3,600.00**
2. Wicket gate work #3 under Base Work damage to wickets. Repair heel to toe mating surfaces run out up to .012" in length of wicket. Machine mating surface to clean and parallel. Estimated cost to be done under Alternate J (shop rate) **\$4,253.00**

Please let us know if you have any questions.

Jonathan Kauer
Machine Shop Manager
Riverside Inc.
Office 208.722.6731
Fax 208.722.6736
Cell 208.577.7087
jon@rsicorp.net
www.rsicorp.net



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 Bonners Ferry, Idaho.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"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.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party 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 the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. 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, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work 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 five (5) 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 | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

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 Bonners Ferry

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 Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805
Attention: _____



Exhibit A
Investment Summary

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

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Quoted By: Eric Heaps
 Quote Expiration: 10/14/2020
 Quote Name: Bonners Ferry -LGD Incode FIN/PER/UB
 Quote Number: 2020-108105-2
 Quote Description: SaaS

Sales Quotation For

City of Bonners Ferry
 PO Box 149
 Bonners Ferry, ID 83805-0149
 Phone: +1 (208) 267-3105

Tyler Software and Related Services - SaaS

Tyler Software and Related Services - SaaS		One Time Fees				
Description	Impl. Hours	Impl. Cost	#Yrs	Annual Fee	Discount	Net Annual Fee
Financial Management Suite						
Core Financials	132	\$17,160		\$8,094	\$0	\$8,094
Purchasing	28	\$3,640		\$2,035	\$0	\$2,035
Fixed Assets	16	\$2,080		\$859	\$0	\$859
Inventory Control	32	\$4,160		\$1,908	\$0	\$1,908
Project Accounting	16	\$2,080		\$1,694	\$0	\$1,694
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	92	\$11,960		\$4,239	\$0	\$4,239
Employee Self Service (Employee Portal)	16	\$2,080		\$0	\$0	\$0
ESS Time & Attendance (Additional FTE Employees) (32)	28	\$3,640		\$1,056	\$384	\$672
Customer Relationship Management Suite						
Misc. Accounts Receivable	12	\$1,560		\$2,120	\$0	\$2,120
Utility CIS System -Electric/Water/Gas	160	\$20,800		\$6,937	\$0	\$6,937
Mobile Service Orders	8	\$1,040		\$385	\$0	\$385
Cashiering	40	\$5,200		\$1,542	\$0	\$1,542
Work Orders	60	\$7,800		\$1,855	\$0	\$1,855
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	32	\$4,160		\$2,757	\$0	\$2,757
Tyler Hosted Applications						
Utility Billing Online Component	0	\$0		\$1,296	\$648	\$648
Notifications for Utility Billing	0	\$0		\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0		\$0	\$0	\$0
Tyler U	0	\$0		\$2,233	\$1,117	\$1,116
Sub-Total:		\$87,360		\$39,010	\$2,149	\$36,861
TOTAL:	672	\$87,360	5	\$39,010	\$2,149	\$36,861

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
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Project Management

	1	\$5,000	\$5,000	\$0
TOTAL:			\$5,000	\$0

Conversion Services

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger Master	8	\$130	\$1,500	\$2,540
Accounts Payable Master	4	\$130	\$1,750	\$2,270
Personnel Management Suite				
Personnel Management -Payroll Master	4	\$130	\$2,000	\$2,520
Customer Relationship Management Suite				
Utility Billing Master	12	\$130	\$5,000	\$6,560
Total:				\$13,890

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$36,861
Total Tyler Services	\$106,250	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$106,250	\$36,861

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) delivery 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.*
 - *Expenses associated with onsite services are invoiced as incurred.*
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
 - Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
 - Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
 - Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
 - General Ledger conversions include Chart of Accounts - additional fee for historical views.
 - Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Comments

- Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.
- 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 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.

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range -

Payable Number	Description			Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount							
Vendor Set: 01 - Vendor Set 01													
4143 - TYLER TECHNOLOGIES INC.								166,691.00	0.00	0.00	0.00	166,691.00	166,691.00
025-294112	Utility Billing annual Maintenance			10/4/2022		38988	10/5/2022	54.00	0.00	0.00	0.00	54.00	54.00
	Utility Billing annual Mair	0.00	0.00	54.00	1000-410000-300		Purchased Services		2.70				
					5110-630000-300		Purchased Services		16.20				
					5210-630000-300		Purchased Services		16.20				
					5310-630000-300		Purchased Services		16.20				
					5410-630000-300		Purchased Services		2.70				
025-318925	Conversion Invoice			1/21/2021		36392	1/21/2021	36,213.00	0.00	0.00	0.00	36,213.00	36,213.00
	Annual Fees- U.B.	0.00	0.00	7,181.72	5110-630000-300		Purchased Services		7,181.72				
	Annual Fees- Acct.	0.00	0.00	4,051.60	5110-630000-300		Purchased Services		4,051.60				
	Annual Fees- Payroll	0.00	0.00	2,455.50	5110-630000-300		Purchased Services		2,455.50				
	Annual Fees- Acct.	0.00	0.00	2,025.80	5210-630000-300		Purchased Services		2,025.80				
	Annual Fees- Acct.	0.00	0.00	2,025.80	5310-630000-300		Purchased Services		2,025.80				
	Annual Fees- Acct.	0.00	0.00	2,025.80	1000-410000-300		Purchased Services		2,025.80				
	Annual Fees- U.B.	0.00	0.00	1,768.64	5310-630000-300		Purchased Services		1,768.64				
	Annual Fees- U.B.	0.00	0.00	1,768.64	5210-630000-300		Purchased Services		1,768.64				
	Annual Fees- Training/TC	0.00	0.00	1,549.20	5110-630000-300		Purchased Services		1,549.20				
	Annual Fees- Inventory	0.00	0.00	1,278.36	5110-630000-300		Purchased Services		1,278.36				
	Annual Fees- Project	0.00	0.00	1,134.98	5110-630000-300		Purchased Services		1,134.98				
	Annual Fees- A/R	0.00	0.00	1,060.00	5110-630000-300		Purchased Services		1,060.00				
	Annual Fees- Payroll	0.00	0.00	982.20	5310-630000-300		Purchased Services		982.20				
	Annual Fees- Payroll	0.00	0.00	982.20	5210-630000-300		Purchased Services		982.20				
	Annual Fees- Training/TC	0.00	0.00	774.60	5210-630000-300		Purchased Services		774.60				
	Annual Fees- Training/TC	0.00	0.00	774.60	1000-410000-300		Purchased Services		774.60				
	Annual Fees- Training/TC	0.00	0.00	774.60	5310-630000-300		Purchased Services		774.60				
	Annual Fees- Assett	0.00	0.00	575.53	5110-630000-300		Purchased Services		575.53				
	Annual Fees- A/R	0.00	0.00	530.00	5210-630000-300		Purchased Services		530.00				
	Annual Fees- A/R	0.00	0.00	530.00	5310-630000-300		Purchased Services		530.00				
	Annual Fees- Payroll	0.00	0.00	491.10	1000-410000-300		Purchased Services		491.10				
	Annual Fees- Inventory	0.00	0.00	314.82	5310-630000-300		Purchased Services		314.82				
	Annual Fees- Inventory	0.00	0.00	314.82	5210-630000-300		Purchased Services		314.82				
	Annual Fees- Project	0.00	0.00	279.51	5210-630000-300		Purchased Services		279.51				
	Annual Fees- Project	0.00	0.00	279.51	5310-630000-300		Purchased Services		279.51				
	Annual Fees- Assett	0.00	0.00	94.49	5310-630000-300		Purchased Services		94.49				
	Annual Fees- Assett	0.00	0.00	94.49	5210-630000-300		Purchased Services		94.49				

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist Amount					
Annual Fees- Assett	0.00	0.00	94.49	1000-410000-300	Purchased Services		94.49					
025-325612	Conversion Invoice		3/16/2021		36613	3/16/2021	1,300.00	0.00	0.00	0.00	1,300.00	1,300.00
Finance Set Up Progress	0.00	0.00	520.00	5110-630000-300	Purchased Services		520.00					
Finance Set Up Progress	0.00	0.00	260.00	1000-410000-300	Purchased Services		260.00					
Finance Set Up Progress	0.00	0.00	260.00	5210-630000-300	Purchased Services		260.00					
Finance Set Up Progress	0.00	0.00	260.00	5310-630000-300	Purchased Services		260.00					
025-327531	Conversion Invoice		4/5/2021		36694	4/6/2021	4,127.50	0.00	0.00	0.00	4,127.50	4,127.50
U.B. Analysis	0.00	0.00	2,090.40	5110-630000-300	Purchased Services		2,090.40					
U.B. Analysis	0.00	0.00	514.80	5210-630000-300	Purchased Services		514.80					
U.B. Analysis	0.00	0.00	514.80	5310-630000-300	Purchased Services		514.80					
Finance Analysis	0.00	0.00	403.00	5110-630000-300	Purchased Services		403.00					
Finance Analysis	0.00	0.00	201.50	5310-630000-300	Purchased Services		201.50					
Finance Analysis	0.00	0.00	201.50	5210-630000-300	Purchased Services		201.50					
Finance Analysis	0.00	0.00	201.50	1000-410000-300	Purchased Services		201.50					
025-328113	Conversion Invoice		4/5/2021		36694	4/6/2021	650.00	0.00	0.00	0.00	650.00	650.00
U.B. Data Analysis	0.00	0.00	156.00	5110-630000-300	Purchased Services		156.00					
U.B. Data Analysis	0.00	0.00	117.00	5210-630000-300	Purchased Services		117.00					
U.B. Data Analysis	0.00	0.00	117.00	5310-630000-300	Purchased Services		117.00					
Finance- Chart of Accoun	0.00	0.00	104.00	5110-630000-300	Purchased Services		104.00					
Finance- Chart of Accoun	0.00	0.00	52.00	1000-410000-300	Purchased Services		52.00					
Finance- Chart of Accoun	0.00	0.00	52.00	5210-630000-300	Purchased Services		52.00					
Finance- Chart of Accoun	0.00	0.00	52.00	5310-630000-300	Purchased Services		52.00					
025-329601	Conversion Invoice		4/13/2021		36756	4/20/2021	5,000.00	0.00	0.00	0.00	5,000.00	5,000.00
Project Management	0.00	0.00	1,500.00	5210-630000-300	Purchased Services		1,500.00					
Project Management	0.00	0.00	1,500.00	5110-630000-300	Purchased Services		1,500.00					
Project Management	0.00	0.00	1,500.00	5310-630000-300	Purchased Services		1,500.00					
Project Management	0.00	0.00	500.00	1000-410000-300	Purchased Services		500.00					
025-329649	Conversion Invoice		4/13/2021		36756	4/20/2021	487.50	0.00	0.00	0.00	487.50	487.50
Chart of Accounts- Finan	0.00	0.00	146.25	5310-630000-300	Purchased Services		146.25					
Chart of Accounts- Finan	0.00	0.00	146.25	5210-630000-300	Purchased Services		146.25					
Chart of Accounts- Finan	0.00	0.00	146.25	5110-630000-300	Purchased Services		146.25					
Chart of Accounts- Finan	0.00	0.00	48.75	1000-410000-300	Purchased Services		48.75					
025-330420	Conversion Invoice		4/20/2021		36756	4/20/2021	65.00	0.00	0.00	0.00	65.00	65.00
Chart of Accts.-Finance	0.00	0.00	19.50	5210-630000-300	Purchased Services		19.50					
Chart of Accts.-Finance	0.00	0.00	19.50	5310-630000-300	Purchased Services		19.50					
Chart of Accts.-Finance	0.00	0.00	19.50	5110-630000-300	Purchased Services		19.50					
Chart of Accts.-Finance	0.00	0.00	6.50	1000-410000-300	Purchased Services		6.50					
025-331688	Conversion Invoice		4/30/2021		36804	5/3/2021	780.00	0.00	0.00	0.00	780.00	780.00
Utility Billing	0.00	0.00	265.20	5110-630000-300	Purchased Services		265.20					
Utility Billing	0.00	0.00	257.40	5310-630000-300	Purchased Services		257.40					

Vendor History Report
Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist Amount					
Utility Billing	0.00	0.00	257.40	5210-630000-300	Purchased Services		257.40					
025-332070	Conversion Invoice		5/4/2021		36804	5/4/2021	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00
GL,AP,Payroll Conversion	0.00	0.00	787.50	5210-630000-300	Purchased Services		787.50					
GL,AP,Payroll Conversion	0.00	0.00	787.50	5110-630000-300	Purchased Services		787.50					
GL,AP,Payroll Conversion	0.00	0.00	787.50	5310-630000-300	Purchased Services		787.50					
GL,AP,Payroll Conversion	0.00	0.00	262.50	1000-410000-300	Purchased Services		262.50					
025-332110	Conversion Invoice		5/4/2021		36804	5/4/2021	4,940.00	0.00	0.00	0.00	4,940.00	4,940.00
Finance	0.00	0.00	1,482.00	5210-630000-300	Purchased Services		1,482.00					
Finance	0.00	0.00	1,482.00	5310-630000-300	Purchased Services		1,482.00					
Finance	0.00	0.00	1,482.00	5110-630000-300	Purchased Services		1,482.00					
Finance	0.00	0.00	494.00	1000-410000-300	Purchased Services		494.00					
025-332815	Conversion Invoice		5/15/2021		36857	5/18/2021	4,407.00	0.00	0.00	0.00	4,407.00	4,407.00
Incode financials	0.00	0.00	1,322.10	5210-630000-300	Purchased Services		1,322.10					
Incode financials	0.00	0.00	1,322.10	5110-630000-300	Purchased Services		1,322.10					
Incode financials	0.00	0.00	1,322.10	5310-630000-300	Purchased Services		1,322.10					
Incode financials	0.00	0.00	440.70	1000-410000-300	Purchased Services		440.70					
025333661	Conversion Invoice		5/17/2021		36857	5/18/2021	3,653.00	0.00	0.00	0.00	3,653.00	3,653.00
Incode Financials	0.00	0.00	1,095.90	5110-630000-300	Purchased Services		1,095.90					
Incode Financials	0.00	0.00	1,095.90	5310-630000-300	Purchased Services		1,095.90					
Incode Financials	0.00	0.00	1,095.90	5210-630000-300	Purchased Services		1,095.90					
Incode Financials	0.00	0.00	365.30	1000-410000-300	Purchased Services		365.30					
025-334743	Conversion Invoice		6/1/2021		36912	6/1/2021	1,755.00	0.00	0.00	0.00	1,755.00	1,755.00
Finance	0.00	0.00	526.50	5110-630000-300	Purchased Services		526.50					
Finance	0.00	0.00	526.50	5210-630000-300	Purchased Services		526.50					
Finance	0.00	0.00	526.50	5310-630000-300	Purchased Services		526.50					
Finance	0.00	0.00	175.50	1000-410000-300	Purchased Services		175.50					
025-336637	Conversion Invoice		6/14/2021		36963	6/14/2021	32.50	0.00	0.00	0.00	32.50	32.50
Finance- Chart of Accts.	0.00	0.00	9.75	5110-630000-300	Purchased Services		9.75					
Finance- Chart of Accts.	0.00	0.00	9.75	5210-630000-300	Purchased Services		9.75					
Finance- Chart of Accts.	0.00	0.00	9.75	5310-630000-300	Purchased Services		9.75					
Finance- Chart of Accts.	0.00	0.00	3.25	1000-410000-300	Purchased Services		3.25					
025-337565	Conversion Invoice		7/16/2021		37104	7/20/2021	65.00	0.00	0.00	0.00	65.00	65.00
Finance Conversion	0.00	0.00	19.50	5110-630000-300	Purchased Services		19.50					
Finance Conversion	0.00	0.00	19.50	5310-630000-300	Purchased Services		19.50					
Finance Conversion	0.00	0.00	19.50	5210-630000-300	Purchased Services		19.50					
Finance Conversion	0.00	0.00	6.50	1000-410000-300	Purchased Services		6.50					
025-338070	Conversion Invoice		7/2/2021		37036	7/6/2021	130.00	0.00	0.00	0.00	130.00	130.00
Finance	0.00	0.00	39.00	5110-630000-300	Purchased Services		39.00					
Finance	0.00	0.00	39.00	5210-630000-300	Purchased Services		39.00					
Finance	0.00	0.00	39.00	5310-630000-300	Purchased Services		39.00					

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
Finance	0.00	0.00	13.00	1000-410000-300	Purchased Services	13.00					
025-339212	Conversion Invoice		7/2/2021	37036	7/6/2021	520.00	0.00	0.00	0.00	520.00	520.00
Finance	0.00	0.00	156.00	5210-630000-300	Purchased Services	156.00					
Finance	0.00	0.00	156.00	5310-630000-300	Purchased Services	156.00					
Finance	0.00	0.00	156.00	5110-630000-300	Purchased Services	156.00					
Finance	0.00	0.00	52.00	1000-410000-300	Purchased Services	52.00					
025-343109	Conversion Invoice		8/2/2021	37164	8/3/2021	65.00	0.00	0.00	0.00	65.00	65.00
Finacials	0.00	0.00	19.50	5110-630000-300	Purchased Services	19.50					
Finacials	0.00	0.00	19.50	5210-630000-300	Purchased Services	19.50					
Finacials	0.00	0.00	19.50	5310-630000-300	Purchased Services	19.50					
Finacials	0.00	0.00	6.50	1000-410000-300	Purchased Services	6.50					
025-343673	Conversion Invoice		8/3/2021	37164	8/3/2021	4,420.00	0.00	0.00	0.00	4,420.00	4,420.00
Financials	0.00	0.00	1,326.00	5110-630000-300	Purchased Services	1,326.00					
Financials	0.00	0.00	1,326.00	5310-630000-300	Purchased Services	1,326.00					
Financials	0.00	0.00	1,326.00	5210-630000-300	Purchased Services	1,326.00					
Financials	0.00	0.00	442.00	1000-410000-300	Purchased Services	442.00					
025-344534	Financials		8/30/2021	37205	8/30/2021	351.00	0.00	0.00	0.00	351.00	351.00
Financials	0.00	0.00	351.00	1000-410000-300	Purchased Services	35.10					
				5110-630000-300	Purchased Services	105.30					
				5210-630000-300	Purchased Services	105.30					
				5310-630000-300	Purchased Services	105.30					
025-345325	Configuration		8/30/2021	37205	8/30/2021	2,405.00	0.00	0.00	0.00	2,405.00	2,405.00
Configuration-UB	0.00	0.00	1,560.00	5110-630000-300	Purchased Services	624.00					
				5210-630000-300	Purchased Services	624.00					
				5310-630000-300	Purchased Services	312.00					
Configuration- Fianance	0.00	0.00	845.00	1000-410000-300	Purchased Services	84.50					
				5110-630000-300	Purchased Services	253.50					
				5210-630000-300	Purchased Services	253.50					
				5310-630000-300	Purchased Services	253.50					
025-346765	Utility Billing Configuration		9/7/2021	37280	9/8/2021	1,917.50	0.00	0.00	0.00	1,917.50	1,917.50
Utility Billing Configuratic	0.00	0.00	1,917.50	5110-630000-300	Purchased Services	767.00					
				5210-630000-300	Purchased Services	767.00					
				5310-630000-300	Purchased Services	383.50					
025-347218	General Ledger Conversion		9/7/2021	37280	9/8/2021	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00
General Ledger Conversic	0.00	0.00	2,625.00	1000-410000-300	Purchased Services	262.50					
				5110-630000-300	Purchased Services	787.50					
				5210-630000-300	Purchased Services	787.50					
				5310-630000-300	Purchased Services	787.50					
025-347253	Utility Billing and Finance		9/7/2021	37280	9/8/2021	5,850.00	0.00	0.00	0.00	5,850.00	5,850.00

Vendor History Report

Vendor History Report											Posting Date Range -	
Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
Utility Billing and Finance	0.00	0.00	5,850.00	1000-410000-300	Purchased Services	585.00						
				5110-630000-300	Purchased Services	1,755.00						
				5210-630000-300	Purchased Services	1,755.00						
				5310-630000-300	Purchased Services	1,755.00						
025-348365	Financials		9/21/2021	37328	9/23/2021	6,240.00	0.00	0.00	0.00	0.00	6,240.00	6,240.00
Financials	0.00	0.00	6,240.00	1000-410000-300	Purchased Services	624.00						
				5110-630000-300	Purchased Services	1,872.00						
				5210-630000-300	Purchased Services	1,872.00						
				5310-630000-300	Purchased Services	1,872.00						
025-348507	Financials		9/21/2021	37328	9/23/2021	520.00	0.00	0.00	0.00	0.00	520.00	520.00
Financials	0.00	0.00	520.00	1000-410000-300	Purchased Services	52.00						
				5110-630000-300	Purchased Services	156.00						
				5210-630000-300	Purchased Services	156.00						
				5310-630000-300	Purchased Services	156.00						
025-349156	Finance & UB		9/30/2021	37412	10/7/2021	8,866.00	0.00	0.00	0.00	0.00	8,866.00	8,866.00
Finance	0.00	0.00	5,941.00	1000-410000-300	Purchased Services	594.10						
				5110-630000-300	Purchased Services	1,782.30						
				5210-630000-300	Purchased Services	1,782.30						
				5310-630000-300	Purchased Services	1,782.30						
UB	0.00	0.00	2,925.00	5110-630000-300	Purchased Services	994.50						
				5210-630000-300	Purchased Services	965.25						
				5310-630000-300	Purchased Services	965.25						
025-350915	Financials, UB		9/30/2021	37412	10/7/2021	2,964.00	0.00	0.00	0.00	0.00	2,964.00	2,964.00
Financials, UB	0.00	0.00	2,964.00	1000-410000-300	Purchased Services	296.40						
				5110-630000-300	Purchased Services	889.20						
				5210-630000-300	Purchased Services	889.20						
				5310-630000-300	Purchased Services	889.20						
025-351613	Utility Billing Configuration		9/30/2021	37479	10/21/2021	5,720.00	0.00	0.00	0.00	0.00	5,720.00	5,720.00
Utility Billing Configuratic	0.00	0.00	5,720.00	5110-630000-300	Purchased Services	2,288.00						
				5210-630000-300	Purchased Services	2,288.00						
				5310-630000-300	Purchased Services	1,144.00						
025-352888	Incode Utility Billing		9/30/2021	37479	10/21/2021	1,300.00	0.00	0.00	0.00	0.00	1,300.00	1,300.00
Incode Utility Billing	0.00	0.00	1,300.00	5110-630000-300	Purchased Services	520.00						
				5210-630000-300	Purchased Services	520.00						
				5310-630000-300	Purchased Services	260.00						
025-355025	Utility Billing		11/2/2021	37547	11/3/2021	1,040.00	0.00	0.00	0.00	0.00	1,040.00	1,040.00
Utility Billing	0.00	0.00	1,040.00	5110-630000-300	Purchased Services	416.00						
				5210-630000-300	Purchased Services	416.00						
				5310-630000-300	Purchased Services	208.00						
025-355406	UB Online Component- Annual Fee		11/16/2021	37600	11/17/2021	648.00	0.00	0.00	0.00	0.00	648.00	648.00

Vendor History Report

										Posting Date Range -	
Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	
Item Description	Units	Price	Amount	Account Number	Account Name		Dist Amount				Net
UB Maintenance Fees	0.00	0.00	648.00	5110-630000-300	Purchased Services		259.20				
				5210-630000-300	Purchased Services		259.20				
				5310-630000-300	Purchased Services		129.60				
025-355473	Utility Billing Conversion		11/2/2021	37547	11/3/2021		5,000.00	0.00	0.00	0.00	5,000.00
Utility Billing Conversion	0.00	0.00	5,000.00	5110-630000-300	Purchased Services		2,000.00				
				5210-630000-300	Purchased Services		2,000.00				
				5310-630000-300	Purchased Services		1,000.00				
025-355499	Utility Billing, Finance		11/2/2021	37547	11/3/2021		8,372.00	0.00	0.00	0.00	8,372.00
Utility Billing	0.00	0.00	6,435.00	5110-630000-300	Purchased Services		2,574.00				
				5210-630000-300	Purchased Services		2,574.00				
				5310-630000-300	Purchased Services		1,287.00				
Finance	0.00	0.00	1,937.00	1000-410000-300	Purchased Services		193.70				
				5110-630000-300	Purchased Services		581.10				
				5210-630000-300	Purchased Services		581.10				
				5310-630000-300	Purchased Services		581.10				
025-356286	Financials, Utility Billing		11/16/2021	37600	11/17/2021		1,703.00	0.00	0.00	0.00	1,703.00
Utility Billing	0.00	0.00	1,040.00	5110-630000-300	Purchased Services		416.00				
				5210-630000-300	Purchased Services		416.00				
				5310-630000-300	Purchased Services		208.00				
Financials	0.00	0.00	663.00	1000-410000-300	Purchased Services		66.30				
				5110-630000-300	Purchased Services		198.90				
				5210-630000-300	Purchased Services		198.90				
				5310-630000-300	Purchased Services		198.90				
025-358835	Utility Billing/ Financials		12/16/2021	37670	12/17/2021		1,365.00	0.00	0.00	0.00	1,365.00
Utility Billing	0.00	0.00	1,105.00	5110-630000-300	Purchased Services		442.00				
				5210-630000-300	Purchased Services		442.00				
				5310-630000-300	Purchased Services		221.00				
Financials	0.00	0.00	260.00	1000-410000-300	Purchased Services		26.00				
				5110-630000-300	Purchased Services		78.00				
				5210-630000-300	Purchased Services		78.00				
				5310-630000-300	Purchased Services		78.00				
025-359486	Financials		12/16/2021	37670	12/17/2021		1,378.00	0.00	0.00	0.00	1,378.00
Financials	0.00	0.00	1,378.00	1000-410000-300	Purchased Services		137.80				
				5110-630000-300	Purchased Services		413.40				
				5210-630000-300	Purchased Services		413.40				
				5310-630000-300	Purchased Services		413.40				
025-360054	Incode Annual SAAS Fees 12/1/21-11/30/22		12/16/2021	37670	12/17/2021		32,238.00	0.00	0.00	0.00	32,238.00
finance	0.00	0.00	8,094.00	1000-410000-300	Purchased Services		2,023.50				
				5110-630000-300	Purchased Services		2,023.50				
				5210-630000-300	Purchased Services		2,023.50				
				5310-630000-300	Purchased Services		2,023.50				

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist	Amount				
CIS	0.00	0.00	6,937.00	5110-630000-300	Purchased Services			2,312.33				
				5210-630000-300	Purchased Services			2,312.33				
				5310-630000-300	Purchased Services			2,312.34				
Personnel Management	0.00	0.00	4,239.00	1000-410000-300	Purchased Services			1,059.75				
				5110-630000-300	Purchased Services			1,059.75				
				5210-630000-300	Purchased Services			1,059.75				
				5310-630000-300	Purchased Services			1,059.75				
TCM	0.00	0.00	2,757.00	1000-410000-300	Purchased Services			275.70				
				5110-630000-300	Purchased Services			827.10				
				5210-630000-300	Purchased Services			827.10				
				5310-630000-300	Purchased Services			827.10				
Purchasing	0.00	0.00	2,035.00	1000-410000-300	Purchased Services			203.50				
				5110-630000-300	Purchased Services			610.50				
				5210-630000-300	Purchased Services			610.50				
				5310-630000-300	Purchased Services			610.50				
Inventory	0.00	0.00	1,908.00	5110-630000-300	Purchased Services			636.00				
				5210-630000-300	Purchased Services			636.00				
				5310-630000-300	Purchased Services			636.00				
Project Accounting	0.00	0.00	1,694.00	5110-630000-300	Purchased Services			1,270.50				
				5210-630000-300	Purchased Services			211.75				
				5310-630000-300	Purchased Services			211.75				
Cashiering	0.00	0.00	1,542.00	1000-410000-300	Purchased Services			154.20				
				5110-630000-300	Purchased Services			462.60				
				5210-630000-300	Purchased Services			462.60				
				5310-630000-300	Purchased Services			462.60				
Tyler U	0.00	0.00	1,116.00	1000-410000-300	Purchased Services			111.60				
				5110-630000-300	Purchased Services			334.80				
				5210-630000-300	Purchased Services			334.80				
				5310-630000-300	Purchased Services			334.80				
Fixed Assets	0.00	0.00	859.00	1000-410000-300	Purchased Services			214.75				
				5110-630000-300	Purchased Services			214.75				
				5210-630000-300	Purchased Services			214.75				
				5310-630000-300	Purchased Services			214.75				
ESS Time and Attendance	0.00	0.00	672.00	1000-410000-300	Purchased Services			168.00				
				5110-630000-300	Purchased Services			168.00				
				5210-630000-300	Purchased Services			168.00				
				5310-630000-300	Purchased Services			168.00				
Mobile Services	0.00	0.00	385.00	5110-630000-300	Purchased Services			128.33				
				5210-630000-300	Purchased Services			128.33				
				5310-630000-300	Purchased Services			128.34				
025-360293	Financials		12/16/2021	37670	12/17/2021		26.00	0.00	0.00	0.00	26.00	26.00

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist	Amount				
Financials	0.00	0.00	26.00	1000-410000-300	Purchased Services			2.60				
				5110-630000-300	Purchased Services			7.80				
				5210-630000-300	Purchased Services			7.80				
				5310-630000-300	Purchased Services			7.80				
025-361223	Utility Billing		1/4/2022	37791	1/5/2022		780.00	0.00	0.00	0.00	780.00	780.00
Utility Billing	0.00	0.00	780.00	5110-630000-300	Purchased Services			312.00				
				5210-630000-300	Purchased Services			312.00				
				5310-630000-300	Purchased Services			156.00				
025-362272	Financials		1/18/2022	37845	1/19/2022		130.00	0.00	0.00	0.00	130.00	130.00
Financials	0.00	0.00	130.00	1000-410000-300	Purchased Services			13.00				
				5110-630000-300	Purchased Services			39.00				
				5210-630000-300	Purchased Services			39.00				
				5310-630000-300	Purchased Services			39.00				
025-363708	Financials		1/18/2022	37845	1/19/2022		260.00	0.00	0.00	0.00	260.00	260.00
Financials	0.00	0.00	260.00	1000-410000-300	Purchased Services			26.00				
				5110-630000-300	Purchased Services			78.00				
				5210-630000-300	Purchased Services			78.00				
				5310-630000-300	Purchased Services			78.00				
025-365542	Utility Billing, Financials		2/1/2022	37898	2/2/2022		416.00	0.00	0.00	0.00	416.00	416.00
Utility Billing	0.00	0.00	260.00	5110-630000-300	Purchased Services			104.00				
				5210-630000-300	Purchased Services			104.00				
				5310-630000-300	Purchased Services			52.00				
Financials	0.00	0.00	156.00	1000-410000-300	Purchased Services			15.60				
				5110-630000-300	Purchased Services			46.80				
				5210-630000-300	Purchased Services			46.80				
				5310-630000-300	Purchased Services			46.80				
025-365973	Financials		2/15/2022	37951	2/16/2022		91.00	0.00	0.00	0.00	91.00	91.00
Financials	0.00	0.00	91.00	1000-410000-300	Purchased Services			9.10				
				5110-630000-300	Purchased Services			27.30				
				5210-630000-300	Purchased Services			27.30				
				5310-630000-300	Purchased Services			27.30				
025-366429	Financials		3/1/2022	38009	3/2/2022		208.00	0.00	0.00	0.00	208.00	208.00
Financials	0.00	0.00	208.00	1000-410000-300	Purchased Services			20.80				
				5110-630000-300	Purchased Services			62.40				
				5210-630000-300	Purchased Services			62.40				
				5310-630000-300	Purchased Services			62.40				
025-368807	Financials- Banl Rec, Fixed Assets		3/1/2022	38009	3/2/2022		39.00	0.00	0.00	0.00	39.00	39.00

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist	Amount				
Financials- Banl Rec, Fixer	0.00	0.00	39.00	1000-410000-200	Supplies & Other			3.90				
				5110-630000-300	Purchased Services			11.70				
				5210-630000-200	Supplies & Other			11.70				
				5310-630000-200	Supplies & Other			11.70				
025-369245	Financials		3/15/2022		38079	3/16/2022	78.00	0.00	0.00	0.00	78.00	78.00
Financials	0.00	0.00	78.00	1000-410000-300	Purchased Services			7.80				
				5110-630000-300	Purchased Services			23.40				
				5210-630000-300	Purchased Services			23.40				
				5310-630000-300	Purchased Services			23.40				
025-371839	Financials		4/5/2022		38144	4/6/2022	117.00	0.00	0.00	0.00	117.00	117.00
Financials	0.00	0.00	117.00	1000-410000-300	Purchased Services			11.70				
				5110-630000-300	Purchased Services			35.10				
				5210-630000-300	Purchased Services			35.10				
				5310-630000-300	Purchased Services			35.10				
025-376942	Financials		5/3/2022		38285	5/4/2022	117.00	0.00	0.00	0.00	117.00	117.00
Financials	0.00	0.00	117.00	1000-410000-300	Purchased Services			11.70				
				5110-630000-300	Purchased Services			35.10				
				5210-630000-300	Purchased Services			35.10				
				5310-630000-300	Purchased Services			35.10				
025-377452	Financials		5/17/2022		38346	5/18/2022	299.00	0.00	0.00	0.00	299.00	299.00
Financials	0.00	0.00	299.00	1000-410000-300	Purchased Services			29.90				
				5110-630000-300	Purchased Services			89.70				
				5210-630000-300	Purchased Services			89.70				
				5310-630000-300	Purchased Services			89.70				
025-378925	Financials		6/7/2022		38435	6/8/2022	234.00	0.00	0.00	0.00	234.00	234.00
Financials	0.00	0.00	234.00	1000-410000-300	Purchased Services			23.40				
				5110-630000-300	Purchased Services			70.20				
				5210-630000-300	Purchased Services			70.20				
				5310-630000-300	Purchased Services			70.20				
025-381656	Financials		6/7/2022		38435	6/8/2022	169.00	0.00	0.00	0.00	169.00	169.00
Financials	0.00	0.00	169.00	1000-410000-300	Purchased Services			16.90				
				5110-630000-300	Purchased Services			50.70				
				5210-630000-300	Purchased Services			50.70				
				5310-630000-300	Purchased Services			50.70				
025-382198	Financials		6/28/2022		38511	6/29/2022	130.00	0.00	0.00	0.00	130.00	130.00
Financials	0.00	0.00	130.00	1000-410000-300	Purchased Services			13.00				
				5110-630000-300	Purchased Services			39.00				
				5210-630000-300	Purchased Services			39.00				
				5310-630000-300	Purchased Services			39.00				
025-383418	Financials		6/28/2022		38511	6/29/2022	390.00	0.00	0.00	0.00	390.00	390.00

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
Financials	0.00	0.00	390.00	1000-410000-300	Purchased Services	39.00						
				5110-630000-300	Purchased Services	117.00						
				5210-630000-300	Purchased Services	117.00						
				5310-630000-300	Purchased Services	117.00						
025-391468	Financials- Purchasing		9/6/2022	38859	9/7/2022	377.00	0.00	0.00	0.00	0.00	377.00	377.00
Financials- Purchasing	0.00	0.00	377.00	1000-410000-300	Purchased Services	37.70						
				5110-630000-300	Purchased Services	113.10						
				5210-630000-300	Purchased Services	113.10						
				5310-630000-300	Purchased Services	113.10						
025-392289	Purchasing/Financials		9/6/2022	38859	9/7/2022	273.00	0.00	0.00	0.00	0.00	273.00	273.00
Purchasing/Financials	0.00	0.00	273.00	1000-410000-300	Purchased Services	27.30						
				5110-630000-300	Purchased Services	81.90						
				5210-630000-300	Purchased Services	81.90						
				5310-630000-300	Purchased Services	81.90						
025-399182	Utility Billing Annual Fee		11/15/2022	39158	11/16/2022	648.00	0.00	0.00	0.00	0.00	648.00	648.00
Utility Billing Annual Fee	0.00	0.00	648.00	5110-630000-300	Purchased Services	259.20						
				5210-630000-300	Purchased Services	259.20						
				5310-630000-300	Purchased Services	129.60						
117.00	Fiancials		4/19/2022	38219	4/20/2022	117.00	0.00	0.00	0.00	0.00	117.00	117.00
Fiancials	0.00	0.00	117.00	1000-410000-300	Purchased Services	11.70						
				5110-630000-300	Purchased Services	35.10						
				5210-630000-300	Purchased Services	35.10						
				5310-630000-200	Supplies & Other	35.10						
Vendors: (1)						Total 01 - Vendor Set 01:	166,691.00	0.00	0.00	0.00	166,691.00	166,691.00
Vendors: (1)						Report Total:	166,691.00	0.00	0.00	0.00	166,691.00	166,691.00



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 12, 2023

RE: Local Option Tax ballot measure for May 2023 election and set next workshop date with community.

After the January 10, 2023, community workshop the resulting conversation was overwhelmingly supportive for the city to consider a local option tax (LOT) as a solution to the perpetual general fund shortfall. With that said, staff would like council to provide direction on the parameters of the LOT and direct staff as to what roll the community plays in shaping the ordinance and future ballot measure.

As Council is aware, our timeline for bringing the measure forward to the County Clerk is quickly approaching and the ballot language must be submitted to the county clerk 60 days in advance, per Idaho Code 34-106(8). A calendar is provided below- working backwards from May's special election date.

Voting Day (3 rd Tuesday in May)	May 16, 2023,
Ballot language due to County Clerk (60 days)	March 17, 2023
Workshop Dates- (Multiple)	TBD

STAFF RECOMMENDATION

Staff recommends that council authorize the development of the local option tax as the preferred option for dealing with the general fund shortfall and ask that staff prepare another round of special council meetings with the community to discuss and shape the parameters of the tax around the requirements within Idaho Code.

Please let me know if you have any questions.

Thank you.



Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

TITLE 34
ELECTIONS
CHAPTER 1
DEFINITIONS

34-106. LIMITATION UPON ELECTIONS. On and after January 1, 2011, notwithstanding any other provisions of the law to the contrary, there shall be no more than two (2) elections conducted in any county in any calendar year, except as provided in this section or section 34-219 [~~34-220~~], Idaho Code, and except that elections to fill vacancies in the United States house of representatives shall be held as provided in the governor's proclamation.

(1) The dates on which elections may be conducted are:

(a) The third Tuesday in May of each year; and

(b) The Tuesday following the first Monday in November of each year.

(c) In addition to the elections specified in paragraphs (a) and (b) of this subsection and subsection (7) of this section, an emergency election may be called upon motion of the governing board of a political subdivision. An emergency exists when there is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other disaster, or if it is necessary to do emergency work to prepare for a national or local defense, or it is necessary to do emergency work to safeguard life, health or property.

(d) In addition to the elections specified elsewhere in this section, a presidential primary shall be held on the second Tuesday in March in each presidential election year. Presidential primaries shall be held separately from other primary elections, which shall be held on the third Tuesday in May even in presidential election years.

(2) Candidates for office elected in May shall take office on the date specified in the certificate of election but not more than sixty (60) days following the election.

(3) Candidates for office elected in November shall take office as provided in the constitution, or on January 1 next succeeding the November election.

(4) The governing board of each political subdivision subject to the provisions of this section, which, prior to January 1, 2011, conducted an election for members of that governing board on a date other than a date permitted in subsection (1) of this section, shall establish as the election date for that political subdivision the date authorized in subsection (1) of this section which falls nearest the date on which elections were previously conducted, unless another date is established by law.

(5) The secretary of state is authorized to provide such assistance as necessary, and to prescribe any needed rules or interpretations for the conduct of election authorized under the provisions of this section.

(6) Water districts governed by chapter 6, title 42, Idaho Code, are exempt from the provisions of this section.

(7) Community colleges governed by chapter 21, title 33, Idaho Code, and school districts are subject to the limitations specified in subsection (1) of this section, except that school districts may also hold an election on the second Tuesday in March of each year and on the last Tuesday in August of each year on bonded indebtedness and property tax levy questions.

(8) A city initiative or referendum election shall be held on the Tuesday following the first Monday in November of odd-numbered years. A county initiative or referendum election or a bond, levy and any other ballot question elections conducted by any political subdivision shall be held on the nearest date authorized in subsection (1) of this section which falls more than sixty (60) days after the clerk of the political subdivision orders that such election shall be held in May or November of even-numbered years or more than fifty (50) days after the order for all other elections, unless otherwise provided by law. Ballot language for any question to be placed on the ballot shall be submitted to the county clerk at least sixty (60) days before an election held in May or November of even-numbered years and at least fifty (50) days before all other elections.

(9) Recall elections may be held on any of the four (4) dates authorized in subsections (1) and (7) of this section that fall more than forty-five (45) days after the clerk of the political subdivision orders that such election shall be held.

(10) Irrigation districts governed by title 43, Idaho Code, are subject to the limitations specified in subsection (1) of this section, except that irrigation districts may also hold an election on the first Tuesday in February of each year and on the first Tuesday in August of each year on questions required to be voted upon by title 43, Idaho Code.

History:

[34-106, added 1992, ch. 176, sec. 2, p. 554; am. 1993, ch. 313, sec. 3, p. 1158; am. 2007, ch. 92, sec. 2, p. 272; am. 2009, ch. 341, sec. 55, p. 1030; am. 2010, ch. 185, sec. 6, p. 386; am. 2011, ch. 11, sec. 11, p. 30; am. 2013, ch. 135, sec. 3, p. 308; am. 2015, ch. 285, sec. 1, p. 1155; am. 2015, ch. 292, sec. 2, p. 1167; am. 2018, ch. 238, sec. 1, p. 557; am. 2022, ch. 73, sec. 2, p. 213.]

How current is this law?

Search the Idaho Statutes and Constitution