



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, December 04, 2025 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

To address the Council, please sign the Attendance Roster located on the table at the entrance in the foyer of the Public Safety Training Room. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each

3. Citizens to be heard

PRESENTATIONS

4. Presentation of a 10-Year Service Award to: Roland Rios, Water/Wastewater Operator III
Joanna Merrill, PSHRA-SCP, Director of Human Resources

CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote

5. Approval of the November 20, 2025 Regular City Council meeting minutes
Christina Picioccio, TRMC, City Secretary
6. Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for 2026
Gregory C. Maxton, Mayor
7. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph
Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

- [8.](#) Approval of a resolution authorizing the execution of an agreement with The Mejorando Group for Strategic Planning Facilitation and Plan Development

Clayton Hoelscher, Procurement Manager
Jim Williams, MBA, ICMA-CM, Assistant City Manager

CONSIDERATION/DISCUSSION ITEMS

- [9.](#) Consideration and possible action accepting a private monetary donation to the City of Fair Oaks Ranch Police Department

Todd Smith, Chief of Police

- [10.](#) Consideration and possible action approving a resolution authorizing the execution of an agreement with Tyler Technologies, Inc. for public safety software solutions, expenditure of the required funds, and execution of all applicable documents by the City Manager

Summer Fleming, CGFO, Director of Finance
Todd Smith, Chief of Police
Brian LeJeune, IT Manager

- [11.](#) Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road

Grant Watanabe, P.E., CFM, Director of Public Works

- [12.](#) Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026

Summer Fleming, CGFO, Director of Finance

- [13.](#) Consideration and possible action approving a resolution authorizing the execution of an Emergency Interconnect Agreement with the San Antonio Water System (SAWS)

Steven Fried, Assistant Director of Public Works

REPORTS FROM STAFF AND COMMITTEES

- [14.](#) Update on a citizen request to reduce the speed limit on Ralph Fair Road (FM 3351)

Carole Vanzant, CPM, ICMA-CM, Assistant City Manager
Andres Gonzalez, TxDOT Area Engineer

REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members
16. Announcements by the City Manager
17. Requests by Mayor and Council Members that items be placed on a future City Council agenda

ADJOURNMENT

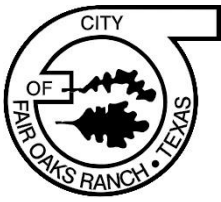
Signature of Agenda Approval: s/Scott M. Huizenga

Scott M. Huizenga, City Manager

I, Amanda Valdez, TRMC, Deputy City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted on November 26, 2025 and remained so posted continuously for at least three business days before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to Texas Government Code Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, November 20, 2025 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Olvera, Pearson, Parker and Swarek

With a quorum present, the meeting was called to order at 6:31 PM.

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

Council Member Stroup arrived at 6:32 PM.

CITIZENS and GUEST FORUM

3. Citizens to be heard

Gabriel Perales, Public Information Officer with the U.S. Small Business Administration's Office of Disaster Recovery & Resilience, provided information to residents eligible for financial assistance related to the July 2–18, 2025 flooding. He encouraged impacted residents to contact the SBA for guidance on available programs and application requirements.

CONSENT AGENDA

4. **Approval of the November 6, 2025 Regular City Council meeting minutes**
5. **Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas**
6. **Approval of the second reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF)**
7. **Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph**
8. **Approval of a resolution approving the 2025 Certified Tax Roll for the City of Fair Oaks Ranch, Texas**
9. **Approval of a resolution authorizing the execution of Engagement Letters for the Municipal Court Prosecutor and Alternate Prosecutor positions**

10. **Approval of Council Member Rhoden's absence from the October 16, 2025 Regular City Council meeting**
11. **Approval of the cancellation of the December 18, 2025 City Council meeting**

MOTION: Made by Council Member Parker, seconded by Council Member Stroup, to approve the Consent Agenda.

VOTE: 7 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

12. **Consideration and possible action approving a resolution adopting the Compensation and Classification Study Final Report and the study recommendation development plan**

MOTION: Made by Council Member Swarek, seconded by Council Member Rhoden, to approve a resolution adopting the Compensation and Classification Study Final Report and the study recommendation development plan as described in Exhibits A and B, respectively.

VOTE: 7 - 0; Motion Passed.

13. **Consideration and possible action approving a resolution authorizing the execution of an amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project**

MOTION: Made by Council Member Stroup, seconded by Council Member Pearson, to approve a resolution authorizing the execution of an amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project, expenditure of the required funds, and execution of all applicable documents by the City Manager.

VOTE: 7 - 0; Motion Passed.

WORKSHOP

14. **Update on a request to reduce the speed limit on No Le Hace**

Assistant City Manager Carole Vanzant provided a brief presentation outlining the history of the request to reduce the speed limit on No Le Hace and summarizing the actions previously taken by both the City Council and the Transportation Safety Advisory Committee (TSAC) regarding the matter. Following the presentation, the City Council directed staff to bring forward a future consideration item to formally approve the proposed speed limit reduction. The Council also clarified that it does not expect staff to report every action taken by the TSAC; this particular item was elevated to Council because the TSAC's action failed due to a tie vote after receiving survey results.

REQUESTS AND ANNOUNCEMENTS**15. Announcements and reports by Mayor and Council Members**

Council Member Parker thanked staff and Council Member Stroup for an excellent program at the City's Texas Arbor Day celebration.

Mayor Maxton announced that City Hall will be closed from 12:00 PM to 1:30 PM on Friday, November 21, 2025, and all day on Thursday, November 27, 2025, and Friday, November 28, 2025, in observance of the Thanksgiving holiday. He also reminded the community about the Santa on the Ranch event, scheduled for December 7, 2025, from 2:00–5:00 PM at the City Hall campus. Mayor Maxton further noted that the Police Department has begun its annual Blue Santa toy drive. Residents are encouraged to donate new, unwrapped toys for children ages infant through 17 years, which may be placed in any of the designated collection boxes throughout the area. Donations will be accepted through December 14, 2025. As a reminder, the Mayor reiterated that the December 18, 2025, and January 1, 2025 regular Council meetings have been cancelled. Following the December 4, 2025 regular meeting, the next Council meeting will not occur until January 15, 2025. Lastly, Mayor Maxton congratulated Deputy City Secretary Amanda Valdez on her nomination for the Texas Municipal Clerks Association Deputy Secretary/Clerk of the Year award.

Council Member Stroup congratulated the Municipal Court personnel on their very successful Youth Court Day with Van Raub Elementary 5th grade students on November 19-20, 2025.

16. Announcements by the City Manager

None.

17. Requests by Mayor and Council Members that items be placed on a future City Council agenda

None.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 7:15 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for 2026

DATE: December 4, 2025

DEPARTMENT: City Council

PRESENTED BY: Consent: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

The Texas Property Tax Code states the governing body of each taxing unit entitled to vote shall determine its vote for the appraisal district board of directors by resolution and submit no later than December 15, 2025.

Per Section 6.03 of the Texas Property Tax Code, voting entitlement is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000 and by rounding the product to the nearest whole number.

The City has the following votes to cast: 1) Bexar - 2 votes
2) Comal - 11 votes

Today's agenda item is for City Council to cast its ballots for the Boards of Directors for the Comal and the Bexar Appraisal Districts. Mayor Maxton vetted the candidates and makes the following voting proposal:

Bexar Appraisal District:

- The City of Fair Oaks Ranch has two votes, which is 0.12% of the total vote.
- There are 7 candidates to fill two positions on the Bexar Appraisal District Board. One of the candidates, Dr. Ralph E. Barksdale, is an incumbent and as the Bexar County nomination will most likely be re-elected.
- Of the remaining six new candidates, Juliana Dusek appears to serve the same interests as the City of Fair Oaks Ranch. Juliana Dusek was nominated by the City of Olmos Park.
- Recommendation is to cast the two votes for Juliana Dusek.

Comal Appraisal District:

- The City of Fair Oaks Ranch has 11 votes.
- There are three candidates to fill two positions on the Comal Appraisal District Board of Directors. All three of the candidates are looking for their first term on the board.

- Two of the candidates, Sean Alvarez and Case Brown, were nominated by Comal ISD and there is very little information available about these individuals.
- Aaron Craig O'Neil was nominated by the Comal County Commissioners Court. There also is very little information available on Mr. O'Neil. Due to his nomination coming from the Commissioners Court and the Commissioners Court's focus on improving customer service and transparency, while increasing outreach events, I believe he would be the best representative of the Comal County residents of Fair Oaks Ranch.
- Recommendation is to cast eleven votes for Aaron Craig O'Neil.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Compliance with the Texas Tax Code

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to approve a resolution casting the City of Fair Oaks Ranch's two votes for Juliana Dusek for the Bexar Appraisal District Board of Directors and eleven votes for Aaron Craig O'Neil for the Comal Appraisal District Board of Directors, both starting in the 2026 term.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS CASTING VOTES FOR CANDIDATES FOR THE BOARDS OF DIRECTORS FOR BEXAR AND COMAL APPRAISAL DISTRICTS FOR 2026

WHEREAS, the City of Fair Oaks Ranch is required under Section 6.03(k) of the Texas Property Tax Code to cast votes by written resolution for the candidate(s) for the Boards of Directors for the Bexar and Comal Appraisal Districts; and

WHEREAS, the City of Fair Oaks Ranch is required to submit its results of the vote to the Chief Appraiser of the Bexar and Comal Appraisal Districts by December 15, 2025; and

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it appropriate to cast their ballots for the Board of Directors of the Bexar and the Comal Appraisal Districts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

Section 1. The City Council of the City of Fair Oaks Ranch hereby cast votes for candidates for the election of the Board of Directors as follows:

- I. 2 votes cast for Juliana Dusek to serve on the Board of Directors for the Bexar Appraisal District
- II. 11 votes cast for Aaron Craig O'Neil to serve on the Board of Directors for the Comal Appraisal District.

Section 2. A signed copy of this resolution along with the appropriate ballot, before December 15, 2025, shall be submitted by the City Secretary to the Chief Appraiser of Bexar and Comal Appraisal Districts.

Section 3. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 5. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the

provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 7. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 4th day of December 2025.

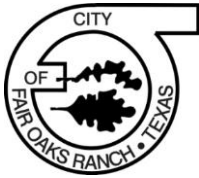
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph

DATE: December 4, 2025

DEPARTMENT: Administration

PRESENTED BY: Consent Item: Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Last month, the City Council unanimously approved an ordinance to reduce the speed limit on Rolling Acres Trail from 35 miles per hour (mph) to 30 mph. After approval, Council Member Ruben Olvera requested a future Council agenda item to discuss the potential of speed limit adjustments on Silver Spur Trail and Post Oak Trail, both posted at 35 mph. He noted that lowering the speed limit would provide consistency in the area. Without it, those roads may experience increased traffic as drivers seek alternate routes to access Ammann Road.

At the November 6 City Council workshop, staff

1. presented the City's speed limit map of the area showing all streets at 30 mph except for Silver Spur Trail and Post Oak Trail
2. presented the history of Silver Spur Trail and Post Oak Trail speed limits
3. noted Silver Spur Trail is identified as a connector street and Post Oak Trail as a local rural residential street in the City's Comprehensive Plan
4. presented data of speed citations and warnings between October 1, 2024 - September 30, 2025
5. presented data of reported vehicle accidents between July 25, 2016 - October 3, 2025

City Council directed staff to provide a proposed ordinance to reduce the speed limit on both streets to 30 mph.

The Texas Transportation Code Section 545.356(b-1) authorizes the City Council to declare a 30-mph speed limit, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, if they determine the current speed limit of 35 mph is unreasonable or unsafe. Silver Spur Trail and Post Oak Trail are not officially designated or marked highways or roads of the state highway system.

At the November 20 City Council meeting, the Council approved the first reading of an ordinance to reduce the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides the continued improvement of the residents' quality of life relative to transportation safety.
2. Complies with the Texas Transportation Code section 545.356 Authority of Municipality to Alter Speed Limits.
3. Complies with the City Council's directive received at their November 6 meeting.
4. Complies with the City Charter requirement of two ordinance readings.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Cost of speed limit signs - approximately \$250 each.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance amending the City of Fair Oaks Ranch Code Ordinances, Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.02.003 (3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.003 PRIMA FACIE SPEED LIMIT BY REDUCING THE MAXIMUM SPEED LIMIT ON SILVER SPUR TRAIL AND POST OAK TRAIL TO 30 MILES PER HOUR; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 12, Section 12.01.003 of the City of Fair Oaks Ranch Code of Ordinances provides the City speed limits on all streets within its jurisdiction; and

WHEREAS, on January 15, 2009, the City Council declared the maximum, reasonable, and prudent speed limit of 35 miles per hour on Silver Spur Trail and Post Oak Trail; and

WHEREAS, Silver Spur Trail and Post Oak Trail are not highways that have been officially designated or marked highways or roads of the state highway system; and

WHEREAS, Section 545.356, Subsection (b-1) of the Texas Transportation Code authorizes the City Council to declare a lower speed limit of not less than 25 miles per hour for non-designated official or marked highways or roads of the state highway system; and

WHEREAS, on November 6, 2025, the City Council held a workshop to discuss potential speed limit adjustments on Silver Spur Trail and Post Oak Trail; and

WHEREAS, the City Council finds, for the safety of residents and drivers, 30 miles per hour is a reasonable and prudent speed limit on Silver Spur Trail and Post Oak Trail.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1.** The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limit is hereby amended by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to the City's prima facie speed limit (30 miles per hour) as shown in **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law, and erecting or posting speed limit signs giving notice of the new speed limit.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 20th day of November 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EXHIBIT A

Chapter 12 Traffic and Vehicles; Article 12.01 General Provisions; Section 12.01.003 Prima Facie Speed Limit is hereby amended by the following deletion:

(3) 35 mph

~~Post Oak Trail~~

~~Silver Spur Trail~~



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with The Mejorando Group for Strategic Planning Facilitation and Plan Development

DATE: December 4, 2025

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager
Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch included funding in the FY 2025–26 Budget for the facilitation and development of an updated Strategic Plan. The City adopted its current plan in 2019 and seeks an updated plan as new factors have emerged since that time. The strategic planning engagement will provide the City with a professionally facilitated process and a resulting plan that serves as an active guide for strategic decisions related to service delivery, governance, and financial oversight.

At the City Council Meeting on October 16th, staff presented City Council with the draft scope of work and incorporated feedback. As a result, the City issued a request for proposals and received submissions from 10 firms. The proposals were reviewed based on the following criteria:

- Cost
- Experience and Qualifications
- Project Approach
- Quality of Similar Work
- Innovation and Value-Added Services

After review, an evaluation committee comprised of council members and staff identified the Mejorando Group as the recommended firm to lead the City's strategic planning facilitation process and to develop a comprehensive strategic plan.

Next steps: Upon contract award and execution, staff will begin coordinating with the consultant to plan the first two engagement meetings. The initial meeting will be a Council In-Brief work session during the January 15, 2026, Regular City Council meeting. The second will be the first community town hall or open house, anticipated to take place in the last two weeks of January 2026.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

A new strategic plan will be used to inform decision making in the budget preparation and approval process.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The agreement is for an amount of \$35,000.00, which is the amount the City budgeted for this project.

LEGAL ANALYSIS:

Resolution approved as to form. The City's standard Professional Services Agreement is being utilized for this project.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to approve a resolution authorizing the execution of an agreement with The Mejorando Group for Strategic Planning Facilitation and Plan Development, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MEJORANDO GROUP FOR STRATEGIC PLANNING FACILITATION AND PLAN DEVELOPMENT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) included funds in FY 2025-26 for the facilitation and development of a strategic plan; and

WHEREAS, proposals were received in accordance with Texas Local Government Code Chapter 252 and the Mejorando Group was selected; and

WHEREAS, the cost for Strategic Planning Facilitation and Plan Development is \$35,000.00; and

WHEREAS, this agreement will create an active guide for strategic decisions on service delivery, governance and financial oversight for the City; and

WHEREAS, the City Council of the City of Fair Oaks Ranch hereby finds it necessary and appropriate to authorize the execution of an agreement with The Mejorando Group (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with The Mejorando Group Strategic Planning Facilitation and Plan Development, to expend required funds up to \$35,000.00, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and The Mejorando Group. (“Professional”).

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “B’ and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability

to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as Exhibit C.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit D throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit D, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "E".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of

materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of

termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other

party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

26. Energy Company Boycotts. Professional represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

27. Firearm Entities and Trade Association Discrimination. Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Scott M. Huizenga

Name:

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

City of Fair Oaks Ranch
Attn: City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

The Mejorando Group
Attn: Patrick Ibarra
13 Muirfield Road
Cumberland, ME 04021

EXHIBIT A
SCOPE OF SERVICES

6. Long-Term Relationship Building: Rather than a one-time engagement, we often build ongoing relationships with local governments (and count many cities as repeat clients), helping them:

- Monitor progress.
- Update their plans over time.
- Coach leadership through change management.

Increasingly, local governments are reconsidering their approach to strategic planning by referencing the following shift in mindset:

Old Mindset	Modern Mindset
<ul style="list-style-type: none"> • Adoption of the plan is strategy. • Deficit closing strategy. • Change is dangerous. • An event. • Wish list – the longer the better. • Arithmetic - sequential • Assumption that existing advantages will persist. • Community is static. • Conversations that reinforce existing perspectives. • Precise but slow. • Prediction oriented. • Extending a trajectory 	<ul style="list-style-type: none"> • Execution of the strategy. • Capitalize on strengths. • Stability is dangerous. • A process. • Prioritize list – less is more. • Calculus – lots of moving parts. • Assumption that existing advantages will come under pressure. • Community is dynamic. • Conversations that candidly question the status quo. • Fast and roughly right • Discovery driven. • Promoting continual shifts

Strategic thinking requires looking forward critically at how future events could potentially impact the community and how the community's leaders should prepare for and address future challenges when they occur. In short, you want to change *before* you have to instead *because* you have to.

3. Work Plan

The Mejorando Group is uniquely qualified to provide professional facilitation services for the City of Fair Oaks Ranch. Our approach and accompanying work plan in developing the strategic plan satisfies the criteria by which successful strategic planning efforts are evaluated, and the City is seeking:

- Evaluates current conditions to identify opportunities to maximize and potential issues to mitigate.
- Leads to action that is both innovative and effective.
- It is an inclusive, participatory process (including obtaining input from citizens) in which elected officials and City staff take on a shared ownership role.
- Reaffirms Vision and Mission statements.
- Goals for the time frame identified.

- Measurable objectives for each goal.
- Implementation plan that includes timelines and group or individual assignments.

Our **Work Plan/Methodology** is comprised of Five Phases:



1. Engage – Initiate Process

- Initiate Project:** The Mejorando Group will begin with a meeting with the City Manager to ensure that we have a clear understanding of the objectives. During this meeting the work plan and schedule will be finalized. A determination will also be made about the specific role the City Council will have throughout the process. Included in the RFP is to convene the governing body on at least three separate occasions. What we have discovered that works well with cities is to convene the Mayor and Council for a kickoff meeting at the inception of the project, provide them periodic status updates as the project ensues and then have the draft Strategic Plan presented to them for their review and discussion offering them the opportunity to “scrub it” and make any necessary changes before adoption.
- Role of the Mejorando Group.** We are experts at striking a healthy balance between our two roles: content and process. Based on our in-depth experience in local government and our extensive record of consulting with governments we will provide substantive content to City leaders as they seek practical and imaginative solutions (i.e., content) to embed in the Strategic Plan. In regard to the process, we are well-versed in all facets of strategic planning including effective ways to guide groups through the various phases and facilitating meetings of both internal and external stakeholders and preparing summaries for review leading to the adoption of an overall Strategic Plan.

Based on the specific strategic planning needs of the City of Fair Oaks Ranch and the scope of work, a high-quality team of seasoned consultants would be assembled. This team will be led by Patrick Ibarra and include Kim Newcomer of Slate Communications.

Kim combines a deep background in local government communications and marketing with expertise in designing contemporary approaches to strategic planning for municipalities.

Bringing complimentary expertise, Patrick Ibarra's focus on leadership effectiveness, organizational transformation, skillful facilitation skills and modern community building, paired with Kim Newcomer's expertise in shaping the public image and communication strategies of the organizations they serve.

While Patrick handles client relations, project management and facilitation services, Kim provides the marketing services segment focused on targeted community outreach strategies including use of social media channels and the design of print materials, specifically the layout of the final Strategic Plan document.

- c) **Creation of Steering Committee (SC) - optional.** Steering Committees are beneficial in ensuring the timely creation of a Strategic Plan. Most recently, with the cities of Bismarck (ND), Lake Forest (IL) and Mooresville (NC), a select group of both elected and appointed officials comprised their respective SCs. A discussion with the City Manager will take place about the value of the Steering Committee brings to the Strategic Planning process.

2. Enlist - Obtain Input

A Launch/Kick-Off Meeting with Mayor Maxton and City Council and members of the City's Executive Leadership Team will be held. The purpose of this kick-off meeting is to enlist the participation of these key stakeholders in the strategic planning process.

Essential to ensure the content of the Strategic Planning process is aligned with the expectations of the governing body, **individual interviews/meeting** will be held with each member. The purpose of each one-on-one meeting is to elicit their perspectives about a variety of issues that will/may serve as the focus of the strategic planning process, specifically their expectations and opinions about what he/she would like to be accomplished.

The same process – interview(s) - will be replicated with the City Manager, Assistant City Managers, and department directors - to obtain their perspective about a variety of issues that will/may serve as the focus of the strategic planning process. Interviews with key stakeholders will reveal opinions, facts, experiences, beliefs, history, and more. Most important, interviews reveal what members are concerned about. Evoking, addressing, and highlighting these concerns is a requirement for strategic planning to be effective. Specific questions may include:

- What are the desired outcomes from pursuing the creation of a Strategic Plan?
- What are the Strengths and Opportunities for improvement?
- What community-related topics/subjects need to be addressed in the near, short- and long-term?
- How will success of this process affect the organization and community?
- What do you want to achieve the end of the advance/retreat?

Relying on the "participation breeds commitment" approach the intent is for each elected official and City executive to "have skin in the game" about the success of the actual strategic planning

process. In addition, employee focus group meetings will be held to obtain input from those who serve on the frontlines and mid-management roles as their perspectives are extremely valuable in crafting a modern and realistic Strategic Plan.

Community involvement and stakeholder engagement are critical to developing an effective Strategic Plan. An understanding of community priorities, challenges, needs, and concerns provides the necessary foundation to ensure all segments of the City of Fair Oaks Ranch are working toward the same goals.

Successful engagement must be designed to meet the needs of the community. We will invest the time to understand what has been successful in Fair Oaks Ranch in the past and then add our own experience and best practices to the plan. Three principles guide our efforts:

- Meet people where they are – both online and in-person – to make engagement easy and accessible.
- Segment and target outreach to ensure that we gather a wide variety of perspectives from across the community. This requires using various tools from social media and digital platforms to print collateral and in-person discussions.
- Consistent communication and progress reports help build buy-in to the plan document and the work needed to implement.

Consequently, we will partner with City staff members assigned to Public Information and social media to **craft a Communications/Community Outreach Plan**. The Communication Plan developed will enlist as many residents and other external stakeholders as possible and obtain significant input from these same sources. The use of social media, primarily [Facebook](#) is becoming increasingly important for local governments to establish and reinforce their “social currency” with citizens. **Either in-person or held virtually, we have experience facilitating in both formats, “Community Conversations”** in which members of the community are invited to attend and participate in focus group meetings will also be scheduled. A great advantage of strategic planning is that it can be used to engage the entire community and create enthusiasm for the future. **As per the RFP, we will “facilitate an inclusive public process that gathers input from a broad range of stakeholders through town-hall style meetings and other engagement methods. Key stakeholder groups are Residents, City Staff, City Council and City boards and commissions members.”**

Please refer to a [strategic planning](#) process we completed in 2022 with the City of Bartlesville, Oklahoma to review our approach in particular to the [Community survey](#) of residents. The effort included extensive community outreach including a branding process to distinguish the approach:



3. Examine the Present and Future by conducting a Situation Analysis

The intent of Phase 3 is to examine the potential impact resulting from emerging trends on the community and organization. While trends can't be fixed per se, it's vital to acknowledge their possible influence. In particular, it will help make the distinction between problems that can be fixed and those which can only be addressed.

There are two aspects of the **Situation Analysis** - an Environmental Scan and resulting SWOC (Strengths, Weaknesses, Opportunities, and Challenges) determination.

A. Environmental Scan: An environmental scan is an inventory of the political, technological, social, legal, socio-cultural and economic forces that influence the way the City operates. It will include an analysis of the current environment and the trends that may affect it. In examining various trends, at least three categories will be explored: Emerging Trends, Existing Trends and Disappearing Trends. Some examples of trends and forces to assess may include:

- ☒ What are the relevant population trends for the next two to five years? Five to 10 years?
- ☒ What is our direction and response to these shifts?
- ☒ How can we be responsive and proactive?
- ☒ How will we enlist residents on our journey? What is our interpretation of the feedback received via the community meetings and social media?
- ☒ What types of services will residents require in the future that are not already provided? What might be required to fund and staff these services?
- ☒ How will we describe our desired results in measurable terms?
- ☒ What types of infrastructure additions or expansions will be required to handle our anticipated growth? What financial resources are required to fund this work?
- ☒ How reliable are funding sources?

B. SWOC (Strengths, Weaknesses, Opportunities, and Challenges) Analysis: After thoroughly analyzing the environment, Steering Committee members will undertake a SWOC Analysis. The SWOC technique, a simple and effective tool for collecting information, helps focus the process by dividing it into four broad categories:

- S - Determine the organization's internal **S**trengths to include identification of the City's distinctive competencies (those abilities that enable the City to perform well against key performance indicators).
- W - Identify and describe the organization's internal **W**eaknesses and options to minimize or overcome each.
- O - Identify and describe the organization's **O**pportunities and options to take advantage of each.
- C - Identify and describe the organization's **C**hallenges and options to overcome each.

The end product of this discussion will result in the identification of strategic issues – the fundamental challenges that affect City mandates, its mission and values, its service level and mix, its costs, its financing, its structure, its processes and its management.

The process recommended to conduct the Situation Analysis is:

1. Obtain input via interviews of key stakeholders and City employees.
2. Convene the Mayor and City Council or the Steering Committee to review an aggregated summary prepared by the Mejorando Group of input gathered in Step 1. The Mayor and City Council will review the Summary and participate in their own version of a Situation Analysis by completing the Environmental Scan and SWOC Analysis.

Subsequent to session, a **Deliverable** will be prepared - a clear description of the organization's internal capacities (strengths and weaknesses) and of the external forces that will likely have an impact on its ability to seize future opportunities – as a written summary and will be provided to the governing body and the executive leadership team (i.e. City Manager and department directors). The results of the Situation Analysis completed are the backdrop for the next Phase of the Strategic Planning process.

4. Explore – Create Components of the Strategic Plan

A. Reaffirm the Vision and Mission Statements

The outcome of the Situation Analysis provides the context necessary for establishing a Vision and Mission. **This Phase will be completed by the Mayor and City Council (or the Steering Committee) participating in a session facilitated by Patrick Ibarra of the Mejorando Group.**

Step 1. Reaffirm the Vision

Vision statements reflect the collective understanding of the ideal situation. They may reflect a certain standard of living, the pleasantness of the environment, or the general vibrancy of the community. In local government strategic plans, the vision statement typically represents a view of the ideal community toward which the group is working.

The vision is a description of Fair Oaks Ranch's "desired future". In other words, where do the stakeholders believe the community will be in five to ten years? The emphasis is on the future as it describes the organization as the stakeholders would like it to become – in the future.

VISION

To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth that provides residents of all ages a place to relax and reconnect.

The entire strategic plan starts with and must consistently relate to the vision statement. The ideal view of Fair Oaks Ranch sets the tone for the process and plan. It is important to recognize that because the vision reflects an ideal, it is unlikely that it will ever be fully and definitely achieved. The best vision statements for communities are broad without being so broad as to be common and are expressive of the ideal without being inane.

Step 2. Reaffirm the Mission Statement

The mission statement identifies the role of the city in pursuing the community's vision. Based on the values clarification and vision creation that occurred in the previous steps, the intent here is to verify the accuracy of the existing mission statement and make changes where needed. Other questions which will be answered that will help modify the existing mission statement are:

- What are the needs and wants of citizens?
- What challenges exist the mission must address?
- What are the needs and wants of business owners?
- What is the role of the city in mitigating risk and optimizing opportunity?

MISSION

To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.

The basic question to address in the mission statement will be, "What is the business of the City of Fair Oaks Ranch and who do we serve?" An accurate description of the organization's purpose will drive the strategic plan. It will embody in a few words or sentences what Fair Oaks Ranch is. Why does it exist at all? What is its function? Who does it serve (customers or stakeholders)? The mission statement shall be crafted so it's clear, credible and understandable, flexible but focused, and brief.

A well-worked-out mission statement provides everyone involved with a sense of purpose, direction, significance, and achievement. In short, it will communicate the purpose of the City of Fair Oaks Ranch organization to the community. The Steering Committee will craft a Mission Statement to ensure that it propels the vision forward.

Ongoing Communication and Validation

Subsequent to the creation of the Vision and Mission statements, we recommend they be shared with the various stakeholders as a means to obtain feedback. Concise summaries, social media outreach, and updates online will all play an essential role to ensure credibility, throughout the entire process.

B. Developing Strategic Areas of Focus and Goals

The outcome of reaffirming the Vision and Mission provides the context necessary for creating the Strategic Priority Areas, Goals and Objectives along with Action Plans enabling their achievement. This **Phase will be completed by the Mayor and City Council (or the Steering Committee) participating in a session facilitated by Patrick Ibarra of the Mejorando Group.**

In cities of any size, there are dozens or hundreds of competing and often conflicting priorities. The discipline of honing priorities down to a handful can force leaders to surface, discuss, and make a call on the most consequential trade-offs the organization faces in the next few years. When leaders make hard calls and communicate them, they provide clear guidance on the contentious issues likely to arise when executing strategy. But making trade-offs among competing priorities is difficult — they are dubbed “tough calls” for a reason.

This phase encourages governing body members to expand their imaginations and envision a wider range of possible futures and consequently, be much better positioned to take advantage of the unexpected opportunities that will come along. Discussions about the various ways the City’s potential can be realized will include a blend of practicality and imagination. In particular for each Strategic Area of Focus the various goals, department action plans and desired schedule for progress and/or completion as determined by Steering Committee members.

The emphasis of these discussions will revolve around the existing strategic areas of focus, goals and objectives. What progress has been realized for each goal since the Strategic Plan was adopted? How relevant is it going forward? What’s not in the current Strategic Plan that should be considered?

Setting Strategic Priority Areas (SPAs)

The adoption of Strategic Priority Areas accompanied by Goals will allow the City to accomplish the mission and advance the vision. Essentially, the setting of Goals and Objectives will serve to manage the gap between the present and desired future (i.e., the Vision) by defining where the city wants to be and establishing the steps needed for the desired outcome.




Strategic Priority Areas are typically in place for several years. What differs from year to year are specific objectives which support the successful execution of the strategic initiatives. The current set of Strategic Priority Areas are:

ALIGNMENT OF MISSION AND VISION

WITH STRATEGIC PILLARS AND PRIORITIES

The purpose of the Strategic Plan is to keep the City of Fair Oaks Ranch on a desired course during a continued period of growth and beyond. In support of the City's overall Vision and Mission, five foundational focus areas called "Pillars" were defined. Priority areas and projects were detailed that support these Pillars. The City Council annually reviews progress within these areas and identifies specific projects for inclusion in the budget that work to fulfill the goals of each Pillar.

	Financial Resilience and Responsibility Securing Fair Oaks Ranch's future involves strengthening the city's financial condition by implementing strong management strategies within the organization. This priority also involves risk mitigation and identifying funding strategies to support City goals and initiatives.	Strategic Priority Areas <ul style="list-style-type: none"> •Budget Processes •Long Range Forecasting •Risk Inventory and Mitigation •Sustainable Financing Strategies •Financial Reporting Reliability •Modernize ERP 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects ✓ Internal Controls Adherence ✓ Budget and ACFR Awards ✓ "Clean" Audit Opinion
	Responsible Growth Management Based on the Comprehensive Plan, the City will continue experiencing growth over the next several years. The City and its leadership need to be active participants in addressing regional issues and planning efforts. The City also needs to be represented and visible at all legislative levels.	Strategic Priority Areas <ul style="list-style-type: none"> •Comprehensive Plan •Infrastructure Master Plans •Mobility & Multimodal Connectivity •Environmental Sustainability 	Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects

	Reliable and Sustainable Infrastructure Based on projected residential growth and local demand for resilient streets and utilities, the construction and maintenance of a high-quality public infrastructure is priority.	Strategic Priority Areas <ul style="list-style-type: none"> •Water Continuity •Wastewater Continuity •Drainage Continuity •Roadway Continuity •City Facility Continuity 	Performance Measures ✓ % Complete on Projects
	Public Health and Safety Ensuring the safety of the public continues to be one of the highest priorities; this means hiring and training quality first responders and working to ensure continuity of 3rd party provided services.	Strategic Priority Areas <ul style="list-style-type: none"> •Police Services Continuity •Fire Services Continuity •EMS Continuity •Community Outreach •Municipal Court Best Practices 	Performance Measures ✓ % Complete on Projects
	Operational Excellence Government must have an awareness of citizens' needs while striving to provide the level of services that citizens desire. This can be achieved by introducing innovative business practices, hiring quality employees, leveraging partnerships and strengthening the communication channels between the City and stakeholders.	Strategic Priority Areas <ul style="list-style-type: none"> •HR Programs •Communication Strategy •Service Expectations •IT Continuity and Master Plan •Interlocal Partnerships 	Performance Measures ✓ % Complete on Projects

Goals usually address both short and long-term areas. Goals, then, are generalized statements of where the City wants to be at some point in the future.

The number of goals cannot be predicted. Strategic plans may concentrate on four or five goals, or they may list dozens of areas that will component parts of the focus for the City during the next several years. The plan must consist of what the Steering Committee feels comfortable with and believes the city can implement over time.

Each of the goal statements in the strategic plan will be followed by one or more objectives. There is no set number of objectives that are appropriate for each goal. Some goal statements may have few objectives attached to them, while some goal statements could have 10 or more objectives.

Operationalizing the Goals into action through objectives, accompanied by various performance measures will be addressed by the Council with assistance from City staff. Performance management in the public sector is an ongoing, systematic approach to improving results through evidence-based decision making, continuous organizational learning, and a focus on accountability for performance. Performance management is integrated into all aspects of an organization's management and policy-making processes, transforming an organization's practices so it is focused on achieving improved results for the public. Better information enables elected officials and managers to recognize success, identify problem areas, and respond with appropriate actions – to learn from experience and apply that knowledge to better serve the public.

Our role during this segment, as has been through all phases, is to facilitate thoughtful and productive discussions grounded in reality and pragmatism mixed with offering content from our experience partnering with local governments around the nation and how they are addressing similar issues. Far from a “cut and paste” approach, we respect the heritage and history of Fair Oaks Ranch and tailor our approach to ensure its compatible with your preferences.

A Draft Strategic Plan (deliverable) will be created and include:

- Results of the Situation Analysis SWOC Analysis and Environmental Scan
- Summary of public input
- Values
- Vision
- Mission Statement
- Strategic Areas of Focus
- Goals and Objectives
- Performance Measures
- Implementation Schedule

5. Execute the Strategic Plan

The Mejorando Group, in consultation with the City Manager, will convene to review comments/feedback from the governing body and collaborate on making any revisions and adjustments to the Draft Report and culminate in the Council adopting the Final version of the Strategic Plan (deliverable).

Sharing the final results of the Strategic Planning process is an opportunity for elected officials, City staff, residents, businesses, community leaders and stakeholders to celebrate the effort and set sight on the future. Creative design of the [Strategic Plan](#), [animated explanatory videos](#), and an overall [presentation](#) that matches the City of Fair Oaks Ranch brand (i.e. reputation) can help the community quickly understand the final product. The following are samples from two of our clients:



Once adopted, execution of the Strategic Plan will commence and it is recommended at least quarterly updates be provided on the status of goals, to the governing body and community. Many of our clients engage our services to design and facilitate a one-day session involving the governing body and executive leadership team annually to review accomplishments and make any necessary modifications to the Strategic Plan to ensure the collective focus remains on the near and short-term priorities.

**EXHIBIT B
COMPENSATION**

2. COST PROPOSAL

Activity	Budget/Fee
1. Engage – Initiate the Process	\$3,000
2. Enlist – Conduct interviews, facilitate public outreach session and prepare summary of input gathered.	\$7,000
3. Examine – Design and facilitate session to complete Situational Analysis	\$5,000
4. Explore – Facilitate sessions to: <ul style="list-style-type: none"> a. Reaffirm Values, Mission and Vision b. Develop Strategic Focus Areas, Goals, Objectives, Tactics and Performance Metrics c. Prepare a draft of the Strategic Plan and present it to the Mayor and City Council for their review and discussion. Finalize edits to Strategic Plan	\$15,000
Strategic Plan adopted by Mayor and City Council	
5. Execute: Implement the Strategic Plan	
Total Cost/Budget	\$30,000

Travel reimbursement not to exceed \$5,000 is in addition to the Fee.

EXHIBIT C
SCHEDULE OF COMPLETION

Overall, the strategic planning process will be a disciplined effort by Steering Committee members that builds on past efforts, captures a compelling vision, creates a modern mission, foundational values, produces goals, and actions that will enhance the present and future of Fair Oaks Ranch. The Mejorando Group approach is focused on achieving the outcomes expected: to create a strategic plan that enables decision-making to be consistent with desired outcomes. With a Strategic Plan in place, Fair Oaks Ranch will be poised for continued success, now and in the future.

4. Project Schedule

The **following schedule** is a proposal for consideration. Based on additional input by the City, customization will ensue. The Mejorando Group has the resources to begin this project in December, assuming the contract is awarded December 4. We have provided a proposed project schedule that results in a Strategic Plan, per RFP, by early April 2026, assuming that all necessary information is made available to the Mejorando Group in a timely manner and that members of the City are available for meetings as needed by the schedule. We pride ourselves on our responsiveness to clients, and our proven track record in the ability to complete our projects on schedule and within budget and quality assurance/quality control.

Date	Activity
December	1. Engage – Initiate the Process
January	2. Enlist – Conduct interviews, gather community input and hold launch/kick-off meeting.
February	3. Examine – Design and facilitate with Steering Committee to complete Situational Analysis.
February/March	4. Explore –Design and facilitate sessions to: <ul style="list-style-type: none"> a. Reaffirm Vision and Mission statements b. Develop Strategic Priority Areas, Goals, Objectives and Implementation Schedule Present Draft Strategic Plan Prepare a draft of the Strategic Plan and present it to the Mayor and Council for their review and discussion.
March	Review of Draft Strategic Plan and comments submitted to finalize Strategic Plan.
April	5. Execute : Council adopts the Strategic Plan and implementation begins.

EXHIBIT “D”**REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT “E”
EVIDENCE OF INSURANCE



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action accepting a private monetary donation to the City of Fair Oaks Ranch Police Department

DATE: December 4, 2025

DEPARTMENT: Police Department

PRESENTED BY: Todd Smith, Chief of Police

INTRODUCTION/BACKGROUND:

In December 2021, Mr. and Mrs. John Lolatte presented a donation of \$3,000 to the Fair Oaks Ranch Police Department in appreciation for the police response to a burglary in progress call at their residence. The City Council approved acceptance of this donation, which was used to purchase three new ballistic vests to the officers that responded.

Since then, Mr. and Mrs. Lolatte have donated \$2,000 every year. These generous donations have been used for police equipment and, most recently, to improve the atmosphere of the public safety building with professional portraits, mounted on canvas, and displayed throughout the facility.

If accepted by City Council, Mr. and Mrs. Lolatte's donation will supplement the Police Department's budget by improving the waiting area with fresh paint and additional photos to elevate the professional image of the public safety campus.

The Police Department would like to thank Mr. and Mrs. Lolatte for their donation and continued support.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- City staff is prohibited from accepting donations.
- This donation supplements the Department's current budget.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

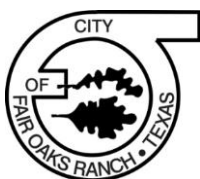
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve the City's acceptance of a private monetary donation to the City of Fair Oaks Ranch Police Department in the amount of \$2,000.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with Tyler Technologies, Inc. for public safety software solutions, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: December 4, 2025

DEPARTMENT: Public Safety

PRESENTED BY: Summer Fleming, CGFO, Director of Finance
Todd Smith, Chief of Police
Brian LeJeune, IT Manager

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch (City) participates in a longstanding Interlocal Agreement (ILA) with the City of Boerne and Kendall County to share the costs of a centralized public safety and utilities communications office. Under this agreement, Boerne provides public safety and utilities communications services to the City, through a centralized dispatch center. This center provides 24/7 support for all three jurisdictions. The ILA also establishes a Board of Directors to oversee the centralized communications office, and Chief Smith serves as Fair Oaks Ranch's representative on that Board.

While the ILA establishes the operational and cost-sharing framework for the centralized dispatch center, the technology that supports dispatch – specifically the Computer-Aided Dispatch (CAD) system – is procured under the attached Software as a Service (SaaS) Agreement with Tyler Technologies (Tyler). Under this SaaS Agreement, Tyler invoices the City of Boerne directly for the CAD software and related cloud services, and Boerne subsequently invoices Fair Oaks Ranch and Kendall County for their proportional shares as defined in the ILA.

While CAD is centralized, each agency, including Fair Oaks Ranch, maintains its own Records Management System (RMS). The City currently operates Tyler's on-premises "Pro" RMS platform. As part of a coordinated regional modernization initiative, all three entities are transitioning their public safety technology to Tyler's Enterprise Public Safety suite, delivered as a cloud-based SaaS solution. Fair Oaks Ranch's portion of this upgrade focuses on replacing its on-premises RMS with the cloud-hosted Enterprise RMS platform.

Staff is seeking authorization to procure its upgraded RMS solution through Tyler's Sourcwell cooperative contract #060624-TTI, for which the City is an eligible member (member #231991). This Sourcwell-based procurement enables the City to acquire the upgraded software at competitively bid cooperative pricing. The SaaS Agreement outlines the terms under which Tyler will provide cloud-based RMS services, including hosting, security, maintenance, and ongoing support for the Enterprise Public Safety platform.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Migrating from the legacy on-premises system to the cloud-based SaaS model will:

- Improve system reliability, cybersecurity protection, and disaster recovery
- Enhance integration between CAD, RMS, and mobile field applications
- Provide real-time data sharing among dispatchers, officers, and partner agencies
- Ensure automatic updates, improved workflow efficiency, and long-term sustainability

This upgrade aligns with regional interoperability goals, supports operational efficiency, and ensures Fair Oaks Ranch officers have access to modern, secure, and fully supported public safety technology.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Total Investment Cost: \$213,392 over three years.

Fair Oaks RMS/Mobile Solution: Implementation cost of \$76,997 and SaaS fees of \$45,465 in Year 1, \$45,465 in Year 2, and \$45,465 in Year 3.

This reflects an annual increase of \$21,465 compared to the City's current on-premises RMS cost of approximately \$24,000 per year. While this represents a notable cost increase, the cloud-based SaaS model eliminates the need for internal management of system updates, security patches, and server maintenance. Tyler Technologies will manage these functions directly, providing more frequent improvements, enhanced cybersecurity, and proactive support.

Funding for the City's RMS/Mobile Solution is available within the FY 2025-26 Public Safety and IT Budgets.

LEGAL ANALYSIS:

The SaaS Agreement has been approved by legal, and the resolution has been approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a Software as a Service Agreement with Tyler Technologies, Inc. for public safety software, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TYLER TECHNOLOGIES,
INC. FOR PUBLIC SAFETY SOFTWARE, EXPENDITURE OF THE REQUIRED FUNDS, AND
EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

WHEREAS, the City has an existing Interlocal Agreement with the City of Boerne and Kendall County to share the costs of a centralized public safety and utilities communications office; and

WHEREAS, the Computer-Aided Dispatch system is centralized but each agency maintains its own Records Management System; and

WHEREAS, as part of a coordinated regional modernization initiative, all three entities desire to transition their public safety technology to a cloud-based solution; and

WHEREAS, Section 271.102 of the Texas Government Code authorizes local governments to participate in Cooperative Purchasing Programs with other local governments or with local cooperative organizations; and

WHEREAS, the City is a member of the Sourcewell Purchasing Cooperative and may utilize its competitively procured pricing to obtain public safety software and related services; and

WHEREAS, the City Council of the City of Fair Oaks Ranch finds that entering into an agreement with Tyler Technologies, Inc., as outlined in **Exhibit A**, is in the best interest of the City and supports the regional modernization initiative.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with Tyler Technologies, Inc. for a Software as a Service Agreement for a cloud-based records management system, to expend required funds up to \$213,392.00 and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



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;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 231991.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"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 City of Fair Oaks Ranch, TX.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"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, based on a condition within our reasonable control. 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.
- **"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 last signature date set forth in the signature block.
- **“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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“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.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS 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 D.
- **“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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, 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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“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. 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).

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 amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the 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.
 - 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.
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 or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth

above; you do not have separate rights against the developer of the embedded third-party software.

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. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. 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. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
- 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 The data centers utilized under this Agreement 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 of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 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. 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.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 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.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such 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.

7 Affiliated Organizations for the Tyler Software.

7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other 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.
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 the documented scope of the project as of the Effective Date. 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.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) 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. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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.
8. 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.
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 all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; 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 any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. 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 reasonable 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.

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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, 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 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.

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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 Tyler 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (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, or a subpoena; 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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at

<https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. 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	Statement of Work
Exhibit E	Required Contractual Clauses

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 Fair Oaks Ranch, TX

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 Fair Oaks Ranch
7286 Elkhorn Rd.
Fair Oaks Ranch, TX 78015
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



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.

Investment Summary is prepared in accordance with Sourcewell Contract #060624-tti.

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Quoted By: Eric Burrell
 Quote Expiration: 2/23/26
 Quote Name: BAFO - Boerne Kendall County Fair
 Oaks Ranch

Sales Quotation For:

BOERNE, TX CITY OF
 447 N MAIN ST
 BOERNE TX 78006-2091
 Phone: +1 (830) 249-8645

Shipping Address:

Boerne Police Department
 P.O. Box 1677
 Boerne TX 78006-6677

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Platform			
EPS Platform - Standard	\$ 94,900	\$ 0	\$ 94,900
EPS Platform - Mobility	\$ 3,000	\$ 0	\$ 3,000
Computer Aided Dispatch			
Enterprise CAD Combined LE/Fire/EMS	\$ 21,063	\$ 4,213	\$ 16,850
BOLOs	\$ 2,272	\$ 454	\$ 1,818
CAD Auto Routing	\$ 2,651	\$ 530	\$ 2,121
CAD AVL	\$ 2,651	\$ 530	\$ 2,121
Service Vehicle Rotation (Wrecker, Ambulance)	\$ 2,651	\$ 530	\$ 2,121
Web CAD Monitor	\$ 3,787	\$ 757	\$ 3,030
CAD Paging Interface	\$ 2,651	\$ 530	\$ 2,121
E-911 Interface	\$ 2,651	\$ 530	\$ 2,121
CAD NCIC Interface	\$ 4,544	\$ 909	\$ 3,635
Encoder Interface	\$ 2,651	\$ 530	\$ 2,121
CAD CFS (xml) Export Interface	\$ 4,544	\$ 909	\$ 3,635

Exhibit A

Exhibit A

Item #10.

Radio Location Interface	\$ 5,680	\$ 1,136	\$ 4,544
CAD Data Mart / Includes 2 users	\$ 757	\$ 151	\$ 606
Law Enforcement Records Management System			
Narcotics	\$ 1,420	\$ 284	\$ 1,136
Link Analysis	\$ 6,300	\$ 1,260	\$ 5,040
Enterprise Law Enforcement Records	\$ 34,080	\$ 6,816	\$ 27,264
Briefing Notes	\$ 947	\$ 189	\$ 758
Crash	\$ 1,420	\$ 284	\$ 1,136
Equipment and Inventory	\$ 1,420	\$ 284	\$ 1,136
Use of Force	\$ 1,420	\$ 284	\$ 1,136
Cross Agency Search	\$ 0	\$ 0	\$ 0
Content Manager Core	\$ 3,171	\$ 634	\$ 2,537
NCIC Interface	\$ 8,331	\$ 1,666	\$ 6,665
Report Writing [130]	\$ 33,800	\$ 6,760	\$ 27,040
Law Enforcement Records Management Data Mart / Includes 3-4 users	\$ 1,515	\$ 303	\$ 1,212
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 16,250	\$ 3,250	\$ 13,000
Mobile			
Enterprise Mobile Server Software	\$ 24,613	\$ 4,923	\$ 19,690
Law Enforcement Mobile Site License	\$ 33,930	\$ 6,786	\$ 27,144
-Enterprise Law Enforcement Field Mobile	\$ 0	\$ 0	\$ 0
-LE Dispatch/Messaging/State/NCIC	\$ 0	\$ 0	\$ 0
-Drivers License Mag Stripe Reader/Barcode Reader Interface	\$ 0	\$ 0	\$ 0
-Mugshot Image Download	\$ 0	\$ 0	\$ 0
-LE In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-LE In-Car Routing	\$ 0	\$ 0	\$ 0
Fire/EMS Mobile Site License	\$ 12,267	\$ 2,453	\$ 9,814
-Enterprise Fire Field Mobile	\$ 0	\$ 0	\$ 0
-Fire Dispatch/Messaging	\$ 0	\$ 0	\$ 0
-Fire In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-Fire In-Car Routing	\$ 0	\$ 0	\$ 0
Other			
Data Archive	\$ 1,500	\$ 0	\$ 1,500
TOTAL		\$ 290,952	

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Project Management	1	\$ 100,320	\$ 0	\$ 100,320
Systems Assurance – Standard	1	\$ 13,050	\$ 0	\$ 13,050
Mobility Implementation	1	\$ 4,000	\$ 0	\$ 4,000
GIS Implementation - Standard	1	\$ 27,260	\$ 0	\$ 27,260
Decision Support Software Service	2	\$ 10,150	\$ 0	\$ 20,300
NCIC Installation	1	\$ 21,025	\$ 0	\$ 21,025
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 17,400	\$ 0	\$ 17,400
CAD Training (10 users ea.)	2	\$ 4,350	\$ 0	\$ 8,700
CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050
Web CAD Monitor Installation	1	\$ 1,160	\$ 0	\$ 1,160
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160
E-911 Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160
Encoder Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480
CAD Export Interface Installation Fee	1	\$ 2,320	\$ 0	\$ 2,320
Radio Location Interface Installation Fee	1	\$ 1,160	\$ 0	\$ 1,160
Law Enforcement Records Configuration (up to 5 agencies)	1	\$ 20,880	\$ 0	\$ 20,880
Law Enforcement Records Training	1	\$ 8,700	\$ 0	\$ 8,700
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700
IBR Submission	1	\$ 7,250	\$ 0	\$ 7,250
Report Writing Implementation Fee	1	\$ 16,000	\$ 0	\$ 16,000
Cross Agency Search Implementation Fee	1	\$ 0	\$ 0	\$ 0
Law Enforcement and Fire Mobile Messaging Configuration	1	\$ 4,350	\$ 0	\$ 4,350
Law Enforcement and Fire Mobile Messaging Training (includes 10 trainers ea.)	2	\$ 8,700	\$ 0	\$ 17,400
Law Enforcement and Fire Mobile Messaging Go-Live	1	\$ 8,700	\$ 0	\$ 8,700
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500
Enterprise Law Enforcement Additional Modules				\$ 6,960
Data Archive Conversions				\$ 98,600
Justice				
Setup, Configuration & Consulting	80	\$ 185	\$ 0	\$ 14,800

TOTAL**\$ 452,385****Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Software					
Embedded Third Party Software	1	\$ 21,000	\$ 0	\$ 21,000	\$ 4,410
Hardware					
Lantronix UDS-1100	2	\$ 250	\$ 0	\$ 500	\$ 0
Redundant VPN Appliance Bundle	3	\$ 6,000	\$ 0	\$ 18,000	\$ 0
TOTAL				\$ 39,500	\$ 4,410

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 290,952
Total Tyler Services	\$ 452,385	\$ 0
Total Third-Party Hardware, Software, Services	\$ 39,500	\$ 4,410
Estimated Travel	\$ 72,000	\$ 0
Summary Total	\$ 563,885	\$ 295,362

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Addtl Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	2	\$ 24,650	\$ 0	\$ 49,300
Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	1	\$ 49,300	\$ 0	\$ 49,300
TOTAL				\$ 98,600

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Computer Aided Dispatch			
Out-of-Band AVL Interface (one-way interface)	\$ 2,651	\$ 530	\$ 2,121
Pre-Arrival Questionnaire Interface	\$ 2,651	\$ 530	\$ 2,121
Call Creation Interface (supports Flock Safety)	\$ 1,700	\$ 0	\$ 1,700
Law Enforcement Records Management System			
Citizen Reporting Interface	\$ 5,680	\$ 1,136	\$ 4,544
Gangs	\$ 1,420	\$ 284	\$ 1,136
Livescan Interface	\$ 2,651	\$ 530	\$ 2,121
Bookings	\$ 1,420	\$ 284	\$ 1,136
TOTAL			\$ 14,879

Optional Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Law Enforcement and Fire Mobile Messaging Go-Live	1	\$ 8,700	\$ 0	\$ 8,700
CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050
Pre-Arrival Questionnaire Interface Installation	2	\$ 1,160	\$ 0	\$ 2,320
Citizen Reporting Interface Installation	1	\$ 2,320	\$ 0	\$ 2,320
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700
Livescan Interface Installation	1	\$ 4,640	\$ 0	\$ 4,640
Out-of-Band AVL Interface Installation	1	\$ 8,700	\$ 0	\$ 8,700
Call Creation Interface Installation Fee	1	\$ 2,320	\$ 0	\$ 2,320
Enterprise Law Enforcement Additional Modules				\$ 2,320
Data Archive Conversions				\$ 23,000
TOTAL				\$ 76,070

Optional Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 0	\$ 6,000	\$ 0
Bar Coding Scanner Kit w/Signature Pad	3	\$ 6,400	\$ 0	\$ 19,200	\$ 0
TOTAL				\$ 25,200	\$ 0

Detailed Breakdown of Optional Conversions

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: CAD (includes Location Alert import into Enterprise CAD)	1	\$ 23,000	\$ 0	\$ 23,000
TOTAL				\$ 23,000

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Per [Tyler's contract with Sourcewell](#), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, renewals, or hardware.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Tyler has included the Alliance Exchange Platform. Tyler's implementation team will work with the Client to determine which exchanges will be delivered for the go-live and which will be delivered post go-live.

Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

Affiliated Agencies

Kendall County Sheriff
Fair Oaks Ranch Police Department



Exhibit B

Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. SaaS Fees are being shared among three agencies under three separate contracts. Your SaaS Fees for the initial term shall be invoiced in the following amount:

	Year 1	Year 2	Year 3	
City of Boerne (Police & 911)	\$199,525.00	\$199,525.00	\$199,525.00	To be paid under separate contract.
City of Fair Oaks Ranch	\$45,465.00	\$45,465.00	\$45,465.00	
Kendall County	\$50,372.00	\$50,372.00	\$50,372.00	To be paid under separate contract.
Total	\$295,362.00	\$295,362.00	\$295,362.00	

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. We will credit your invoice for Year 1 SaaS Fees by the amount of Public Safety Pro maintenance fees you have paid for the current annual maintenance term associated with the Public Safety Pro software.
3. Professional Services.
 - 3.1 The implementation and other professional services, to include Third-Party Hardware, Software, Services, and Estimated Travel fees, as set forth in the Investment Summary are being shared among three agencies under three separate contracts. Such fees shall be invoiced in the following amounts in accordance with the Statement of Work Milestone Schedule below:

City of Boerne (Police & 911)	\$409,891.00	To be paid under separate contract.
City of Fair Oaks Ranch	\$76,997.00	
Kendall County	\$76,997.00	To be paid under separate contract.
Total	\$563,885.00	

Project Stage	Statement of Work (SOW) Milestone Control Points	Invoice Percentage
1	Control Point 1: Initiate & Plan Stage	15%
2	Control Point 2: Assess & Define Stage	15%
3	Control Point 3: Prepare Solution / Configuration Stage	25%
4	Control Point 4: Production Readiness	25%
5	Control Point 5: Go-Live Production Stage	10%
6	Control Point 6: Project Close Stage	10%
	Total	100%

4. Third Party Products.

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

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

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced as identified above.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced as identified above. Pricing for the initial term of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as identified above, at the rates set forth in the Investment Summary.

5. Expenses. The Investment Summary includes travel expenses. Expenses will be invoiced in accordance with the milestone schedule above, and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will



work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

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

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only.

Incident Handling*Incident Tracking*

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

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

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Consortium of Boerne, Fair Oaks Ranch, and Kendall County

SOW from Tyler Technologies, Inc.

9/10/2025

Presented to:
Mike Raute
447 N Main St
Boerne, Texas 78006

Contact:
Eric Burrell
Email: Eric.Burrell@TylerTech.com
840 West Long Lake Rd., Troy, MI 48098

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Consortium (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Empower police, Sheriff, and fire agencies county-wide with integrated CAD and RMS for better information sharing and collaboration
- Upgrade to modern, cloud hosted technology for better CJIS compliance, State/FBI reporting and easier use on mobile devices
- Streamline arrest process and information sharing with County's existing Tyler jail management and court system
- Provide better tools and response time reporting for fire dispatch

1.3 Methodology

This is accomplished by the Consortium and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Consortium’s complexity and organizational needs.

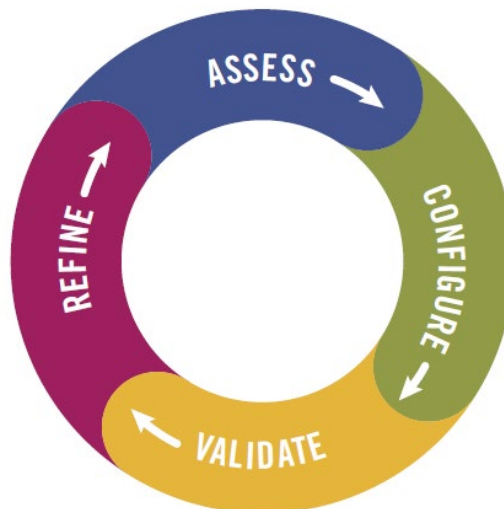
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Consortium and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Consortium and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Consortium's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

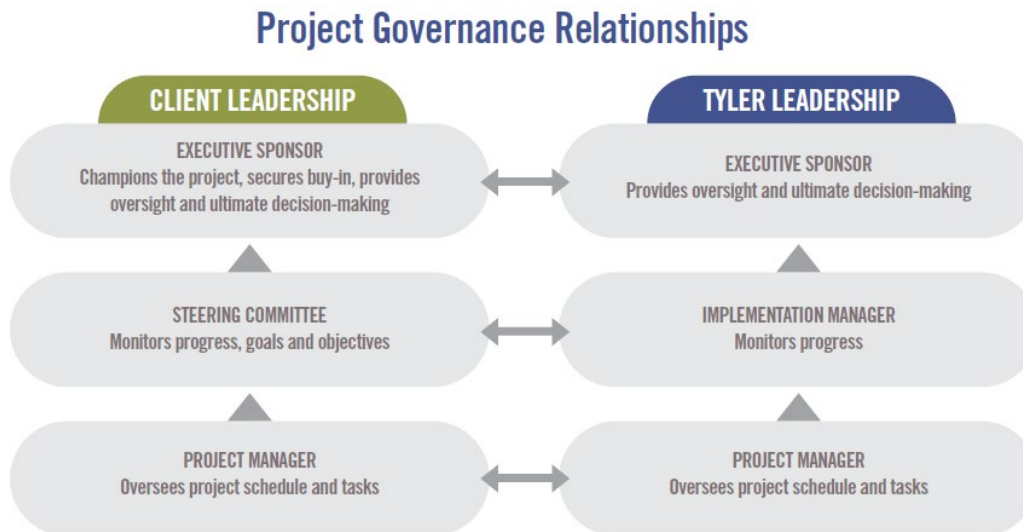
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

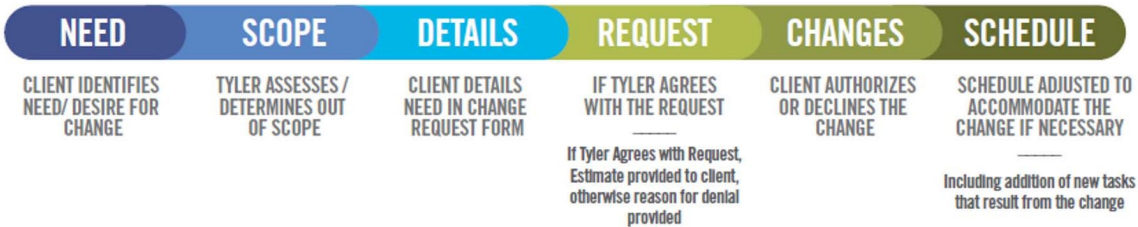
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Consortium; for example, the Consortium may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Consortium, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Consortium will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Consortium). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Consortium office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Consortium will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Consortium feedback and approval on Project deliverables will be critical to the success of the Project. The Consortium project manager will strive to gain deliverable and decision approvals from all authorized Consortium representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Consortium department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

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

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Consortium and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Consortium, but are roles defined within the Project. It is common for individual resources on both the Tyler and Consortium project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Consortium 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Consortium 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Consortium management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Consortium, the Tyler Project Manager provides regular updates to the Consortium Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Consortium project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Consortium project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Consortium and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Consortium any items that may impact the outcomes of the Project.
- Collaborates with the Consortium 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Consortium 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Consortium and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Consortium through software validation process following configuration.
- Assists during Go-Live process and provides support until the Consortium transitions to Client Services.
- Facilitates training sessions and discussions with the Consortium and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Consortium.
- Loads Consortium provided GIS data into the system.

5.2 Consortium Roles & Responsibilities

Consortium resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Consortium Executive Sponsor

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

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Consortium Steering Committee

The Consortium steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Consortium project manager and Project through participation in regular internal meetings. The Consortium steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Consortium steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Consortium Policies
 - Needs of other client projects

5.2.3 Consortium Project Manager

The Consortium shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Consortium Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Consortium project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Consortium project manager(s) are responsible for reporting to the Consortium steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Consortium project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Consortium and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Consortium staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Consortium resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.

- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Consortium technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Consortium Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Consortium project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Consortium resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Consortium Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Consortium business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.

- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Consortium staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Consortium End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Consortium Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Consortium third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Consortium's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Consortium GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Consortium GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Consortium Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Consortium's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Consortium and Tyler resources.

- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Consortium Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Consortium.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Consortium with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Consortium gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Consortium's team. During this step, Tyler will work with the Consortium to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Consortium project team.

STAGE 1	Initial Coordination																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Consortium project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Consortium		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Consortium to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Consortium Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Consortium's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Consortium Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Consortium with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Consortium provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Consortium has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Consortium is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Consortium's infrastructure meets Tyler's application requirements.
- Ensure the Consortium's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Consortium Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Consortium team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Consortium offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Consortium GIS data sources and formats.
- Tyler to understand the Consortium's GIS needs and practices.
- Ensure the Consortium's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Consortium									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Consortium is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Consortium
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Consortium business processes. This information will be used to identify and define business processes utilized with Tyler software. The Consortium collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Consortium team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Consortium team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Consortium for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials																
	Training Plan																

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Consortium and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Consortium will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Consortium's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C

Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I
---	--	--	---	---	---	---	---	--	--	--	---	---	---	---	--	--	---

Inputs	Consortium current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Consortium attendees possess sufficient knowledge and authority to make future state decisions.
- The Consortium is responsible for any documentation of current state business processes.
- The Consortium can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			I		C						A						R
	Extract Data from Source Systems																

Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Consortium Source data
	Consortium Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Consortium Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Consortium representatives to identify business rules before writing the conversion.
- Consortium subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Consortium against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler

Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Consortium can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Consortium									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Consortium Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Consortium Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Consortium will provide network access for Tyler modules, printers, and Internet access to all applicable Consortium and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Consortium to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Consortium collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Consortium Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Consortium									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Consortium configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Consortium is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Consortium users on how to execute processes in the system to prepare them for the validation of the software. The Consortium collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Consortium understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Consortium Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Consortium-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C



Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Consortium-specific process documentation (completed by Consortium)	

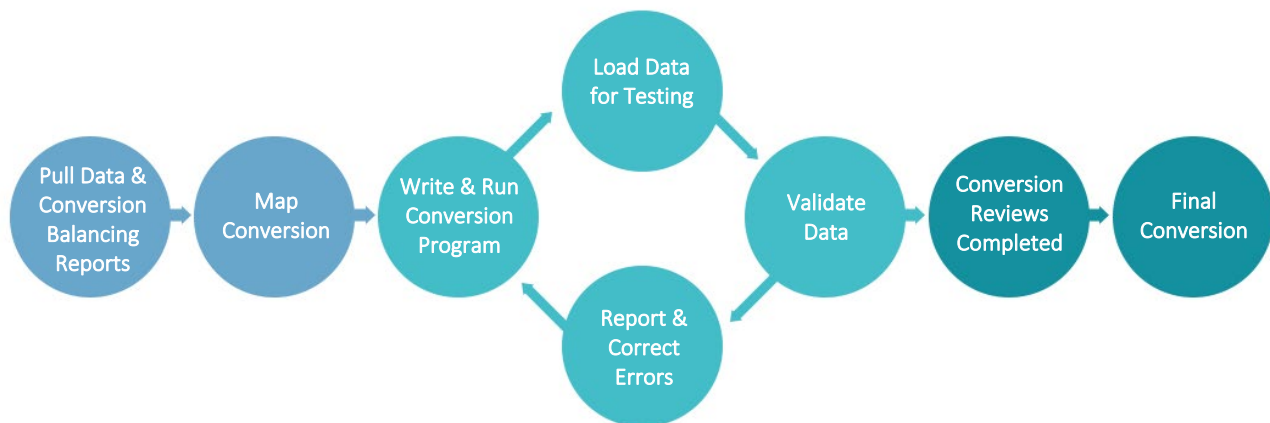
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Consortium's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Consortium will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Consortium to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Consortium

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Consortium will provide a single file layout per source system as identified in the investment summary.
- The Consortium subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Consortium project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Consortium team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Consortium to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Consortium verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Consortium organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Consortium

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Consortium updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Consortium will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Consortium has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Consortium will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	Consortium

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Consortium

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Consortium users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Consortium specific business process documentation. Consortium-led training labs

using Consortium specific business process documentation if created by the Consortium can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Consortium is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Consortium-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Consortium signoff that training was delivered

Work package assumptions:

- The Consortium project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Consortium as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Consortium departments.
- The Consortium will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Consortium will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Consortium to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Consortium and Tyler will complete work assigned to prepare for Go-Live.

The Consortium provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Consortium manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Consortium during Go-Live activities. The Consortium transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Consortium data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Consortium

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Consortium confirms data is available in production environment

Work package assumptions:

- The Consortium will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Consortium business processes required for Go-Live are fully documented and tested.
- The Consortium Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Consortium Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Consortium onto the Tyler Client Services team, who provides the Consortium with assistance following Go-Live, officially transitioning the Consortium to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Consortium teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Consortium to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Consortium							

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Consortium transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Consortium for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Consortium teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Consortium
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Consortium may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Consortium teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Consortium and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Consortium acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Consortium will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Consortium Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Consortium project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Consortium is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Consortium to make process changes.
- The Consortium is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Consortium is responsible for managing Organizational Change. Impacted Consortium resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Consortium resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Consortium resources will participate in scheduled activities as assigned in the Project Schedule.
- The Consortium team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Consortium will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Consortium will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Consortium makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Consortium will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Consortium will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Consortium is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Consortium representatives to identify business rules before writing the conversion. The Consortium must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Consortium will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Consortium Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Consortium is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Consortium will provide dedicated space for Tyler staff to work with Consortium resources for both on-site and remote sessions. If Phases overlap, Consortium will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Consortium will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.



Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only



	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Consortium prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Consortium may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Consortium prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Consortium with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Consortium data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Consortium location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Consortium will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Consortium up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Consortium reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Consortium,
 - d. Tyler will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation
- 5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Consortium to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Consortium Responsibilities

- 3. The Consortium will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Consortium requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

- 4. The Consortium will respond to each test iteration in writing, on a form provided by Tyler, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Consortium shall pay our then-current flat fee for each additional test iteration. The Consortium will promptly review each test iteration once delivered. Prompt review by the Consortium will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

- 5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
- 6. As provided in the Data Conversion Plan, the Consortium will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Consortium's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Consortium personnel is a key part of a successful data conversion.

The Consortium agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.



10. Additional Appendices

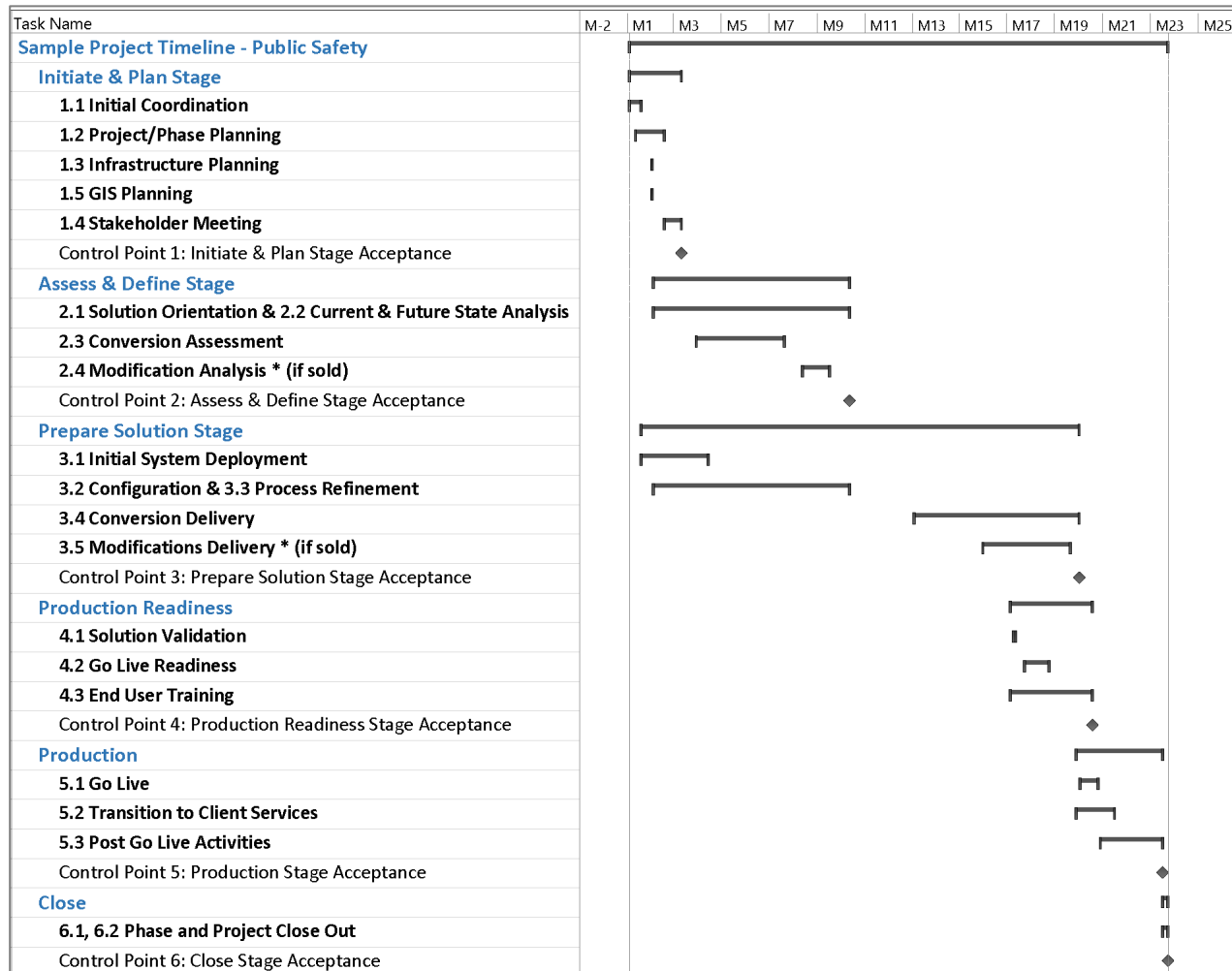
10.1 This work package is not applicable.



11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Consortium resources to perform tasks, final determination of the overall task list, Consortium schedule constraints and the actual project start date must be determined.

Exhibit E

Required Contractual Clauses

- a. **Disclosure of Interested Persons for Council-Approved Contracts.** Contracts that require City Council approval, such as contracts that exceed a certain threshold, are subject to the requirements of Tex Gov't Code Ann. § 2252.908. Under the provisions of this statute:
 - i. The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
 - ii. A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), that includes:
 - A. A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - B. The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

**Tyler Technologies, Inc. is a publicly traded company, and is therefore exempt from the above requirement. A 1295 Exemption letter has been provided.*

- b. Chapter 2270, Texas Government Code Acknowledgment: By signature, Contractor represents that it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- c. Chapter 2271, Texas Government Code Acknowledgment: By signature, Tyler verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- d. Chapter 2274, Texas Government Code Acknowledgement: By signature, Tyler represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- e. Pursuant to Chapter 2275 of the Texas Government Code, and to the extent this Agreement grants to Tyler direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Tyler verifies that neither Tyler, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term

“designated country” in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Tex. Gov’t Code Ann. § 2275.0103. The term “critical infrastructure” in this paragraph shall have the meaning assigned to such term in Tex. Gov’t Code Ann. § 2275.0101.

- f. Chapter 2276, Texas Government Code Acknowledgement: By signature, Tyler represents that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.**



Public Safety Software Upgrade

December 4, 2025



Summer Fleming, CGFO
Director of Finance

Background



- Fair Oaks Ranch participates in a regional Interlocal Agreement (ILA) with Boerne and Kendall County for centralized public safety and utilities communications.
- Boerne operates the centralized dispatch center and manages the Computer-Aided Dispatch (CAD) system.
- Each agency maintains its own Records Management System (RMS).
- The ILA establishes a Board of Directors to oversee the centralized communications office, and Chief Smith serves as Fair Oaks Ranch's representative.

Regional Dispatch & RMS Upgrade



- Transitions from on-premises Tyler Pro (CAD & RMS) to cloud-based Tyler Enterprise Public Safety SaaS.
- Each entity is upgrading from Tyler's on-premises Pro system to the cloud-based Enterprise Public Safety RMS.
- Tyler Technologies invoices Boerne for CAD services; Boerne then invoices Fair Oaks Ranch based on cost-sharing in the ILA.
- Fair Oaks Ranch will be billed directly by Tyler for implementation cost to upgrade RMS and annual SaaS fees.

Key Benefits of Cloud Transition

- Improve system reliability, cybersecurity protection, and disaster recovery
- Enhance integration between CAD, RMS, and mobile field applications
- Real-time data sharing among dispatchers, officers, and partner agencies
- Automatic updates and improved workflow efficiency
- Strengthens regional interoperability

SaaS Agreement



Procurement & Competitive Bid

Purchased through
Sourcewell Contract
#060624-TTI

Cooperative
purchasing provides
pre-negotiated,
discounted pricing

SaaS Agreement Term

Initial 3-year term,
beginning on the first
full month after
execution

Automatically renews
annually thereafter
unless terminated with
advance written notice

Cost to the City

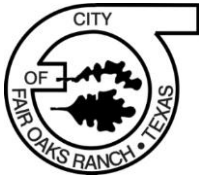
RMS Upgrade
Implementation:
\$76,997

Annual RMS SaaS
subscription: \$45,465
per year

Recommendation



- Approve a resolution authorizing the execution of an agreement with Tyler Technologies for public safety software, expenditure of the required funds, and execution of all applicable documents by the City Manager.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road

DATE: December 4, 2025

DEPARTMENT: Public Works

PRESENTED BY: Grant Watanabe, P.E., CFM, Director of Public Works

INTRODUCTION/BACKGROUND:

In January 2024, Bexar County informed the City of Fair Oaks Ranch that it would cease maintaining the section of Old Fredericksburg Road between I-10 and Dietz Elkhorn Road. The County's position was that this section of the road should have been annexed by the City in 2017, following the City's annexation of nearby areas.

Chapter 43 of the Local Government Code (LGC) states:

“Sec. 43.106. ANNEXATION OF COUNTY ROADS REQUIRED IN CERTAIN CIRCUMSTANCES.
(a) A municipality that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.”

The City annexed the portions east of Old Fredericksburg Road from I-10 to Dietz Elkhorn Road in 2017. However, the road itself, and the properties to the west of Old Fredericksburg Road are within the City of San Antonio Extraterritorial Jurisdiction (ETJ) and not in the City of Fair Oaks Ranch ETJ. The City confirmed through discussions with the City of San Antonio that Old Fredericksburg Road is within their ETJ, as shown on their ETJ maps. LGC 43.106 does not address roads that are already within the jurisdiction of another local government.

As Fair Oaks Ranch residents live off of this road, on June 28, 2024, the City Manager sent a letter to Bexar County Commissioner Grant Moody proposing a cost-sharing agreement for road repair and maintenance. The letter emphasized the deteriorating condition of Old Fredericksburg Road, which has significant potholes and deterioration with further damage resulting from a SAWS utility project, which was approved by Bexar County in 2022.

Commissioner Moody and Mayor Maxton, along with staff from both jurisdictions, met in September 2024 to outline the terms of a draft Interlocal Agreement (ILA) to share the cost of road reconstruction, with Bexar County covering two-thirds of the costs and the City covering one-third. The County initiated design of the Old Fredericksburg Road Rehab project in April 2025 and received pricing data from their on-call paving contractor in October 2025. The total project cost is \$617,647.12, which includes 5% contingency. The City's share of the project is \$205,882.37 which is one-third of the total project cost.

Following road repairs, the City would then assume long-term maintenance responsibilities for this portion of the road from the County. The County will make every effort to assist the City in its petition(s) to release the ETJ for future annexation into the City of Fair Oaks Ranch. A copy of the ILA is attached as **Exhibit A**.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Aligns with Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Reliable Roadway Improvement Initiatives
- Demonstrates regional cooperation between the City and Bexar County to address infrastructure challenges while fostering a smooth and mutually beneficial resolution
- Addresses long-term safety and reliability concerns of Old Fredericksburg Road that have not been adequately addressed in the past

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City's share of the project is \$205,882.37 which is one-third of the total project cost. The unallocated fund balance in the Strategic and Capital Projects Fund is adequate to cover this amount.

LEGAL ANALYSIS:

The City Attorney has approved the ILA as to form and legal sufficiency.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH BEXAR
COUNTY FOR THE REPAIR AND MAINTENANCE OF OLD FREDERICKSBURG ROAD,
EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE
DOCUMENTS BY THE CITY MANAGER

WHEREAS, in January 2024, Bexar County informed the City of Fair Oaks Ranch that it would cease maintaining the section of Old Fredericksburg Road between I-10 and Dietz Elkhorn Road since their position is that section of the road should have been annexed by the City in 2017; and

WHEREAS, this section of Old Fredericksburg Road is located within the City of San Antonio Extraterritorial Jurisdiction (ETJ) and cannot be annexed by the City until San Antonio releases the road from its ETJ; and

WHEREAS, this section of Old Fredericksburg Road is in poor condition with significant potholes and deterioration and needs repair and maintenance; and

WHEREAS, the Interlocal Cooperation Act gives local governments the authority to contract with other governmental entities to increase efficiency and effectiveness; and

WHEREAS, the City and Bexar County desire to enter into an Interlocal Agreement (ILA) to share the cost of road repairs, and establish the City as the maintenance responsible party following completion of the repair project; and

WHEREAS, Bexar County will make every effort to assist the City in its petition(s) to San Antonio to release the ETJ and for annexation; and

WHEREAS, the ILA demonstrates regional cooperation between the City and Bexar County to address infrastructure challenges while fostering a smooth and mutually beneficial resolution; and

WHEREAS, the City Council finds it in the best interest of its residents to enter into an ILA with Bexar County to address long-term safety and reliability concerns for Old Fredericksburg Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1** The City Council hereby authorizes the City Manager to execute an Interlocal Agreement (**Exhibit A**) with Bexar County for the repair and maintenance of Old Fredericksburg Road, to expend required funds up to \$205,882.37, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

Exhibit A

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	FOR ROADWAY REPAIR AND
COUNTY OF BEXAR	§	MAINTENANCE

THIS INTERLOCAL AGREEMENT FOR ROADWAY REPAIR AND MAINTENANCE (“Agreement”) is effective as of the _____ day of _____, 2026 (“Effective Date”) by and between **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“County”), and the **CITY OF FAIR OAKS RANCH**, a Home-Rule Municipality (“City”). County and City shall be referred to, collectively, as “Parties” or, individually, as “Party”.

WHEREAS, this Agreement is entered into by County and City pursuant to the authority granted by the provisions of the Interlocal Cooperation Act which is found in Chapter 791 of the Texas Government Code as cited below; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, County and City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys, and rights-of-way that are of consistent quality of pavement along the whole length of roads that are a part of the County or City Road Systems, respectively, even those County Roads that lie within the City limits (See Texas Attorney General Opinions WW-1401, H-1018, and H-1019); and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, the County and the City are “local governments” within the meaning of the Act; and

WHEREAS, the City and the County each itself has the authority under Texas law to perform such road and street maintenance, as required by the Act; and

WHEREAS, specifically section 791.0132 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (b)(3) permits that the county work may be done or financed by the county as an independent contractor with the municipality.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

Exhibit A

ARTICLE I
SERVICES

1.01 Definition. The term “Services” to be provided by the County to the City hereunder are services, including, the repair of asphalt and pavement of the streets and roads and corresponding repair to the subsurface and surface of Old Fredericksburg Road, as designated within the attached Exhibit “A”(the “Road”), as appropriate to Bexar County and as specifically agreed by and between the Parties, namely, those services specified herein.

1.02 Term.

- a) Unless terminated as provided herein, the term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter, the “Effective Date”). The term shall be from the Effective Date until the completion of the Services (the “Term”).

1.03 Services.

- a) In regard to the Road, the Parties agree as follows:
1. County shall be responsible for providing the labor and equipment required for rehabilitation of the Road.
 2. City agrees to pay \$ 205,882.37 actual material costs related to the maintenance and repairs of the Road.
 3. The County shall be responsible for the construction, implementation and oversight of the repair and rehabilitation of the Road. This includes overseeing all aspects of the Services, from initial planning and design, to the actual work and final inspections in accordance with the approved plans and specifications (the “Plans”) provided by the County, attached and incorporated as Exhibit “B” below. All work shall be performed to meet the standards outlined in the Plans, ensuring compliance with applicable laws and regulations. The County will ensure that the necessary resources, personnel, and equipment are allocated efficiently to complete the repair in a timely and effective manner. Additionally, the County will handle all associated administrative tasks, including permits and compliance with relevant regulations.
 4. Upon completion of the Services, City shall be solely responsible for the maintenance and upkeep of the Road, relieving the County of any further obligation of maintaining the Road. The City shall pursue annexation of the designated area as attached in Exhibit “A” in conjunction with the County and the City of San Antonio. The County shall make every effort to assist the City in its petition(s) for annexation.

1.04 Approval by County. In accordance with Tex. Gov’t Code Ann. § 791.014, prior to beginning the project, the Bexar County Commissioners Court shall issue specific written approval in a separate document from this Agreement.

Exhibit A

ARTICLE II
PAYMENT/FEE

2.01 Payment. All invoices related to Services for the Road shall be provided by County on a monthly basis for all costs that are the obligation of the City under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt. As provided by section 1.04 above, City shall not pay County until County provides City with the approval referenced in Section 1.04 above of Bexar County Commissioners Court authorizing the project.

2.02 In accordance with the Interlocal Cooperation Act, any Party paying for the performance of governmental functions or services must make payments from current revenues available to the paying party.

ARTICLE III
TERMINATION

3.01 Termination. This Agreement may be terminated by either Party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating Party. If, upon providing or receiving notice of termination under this Section, County has begun performance of Services under this Agreement, County shall complete the work on that specific roadway and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either Party is released from the terms and obligations of this Agreement.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

4.01 County hereby appoints the Director of the Bexar County Public Works/County Engineer ("County Project Director") as its representative under this Agreement. County Project Director shall be the primary point of contact for City, unless County Project Director delivers to City, in writing, a notice designating another individual as Project Director.

4.02 City hereby appoints the City Manager as its designated representative under this Agreement ("City's Designated Representative"). The City Manager hereby appoints a secondary contact as the Director of Public Works. Should the City Manager appoint another individual to act as City's Designated Representative, City shall notify County of same in writing. City's Designated Representative shall be the primary point of contact for County, but the County may contact the secondary contact when necessary.

ARTICLE V
ENTIRE AGREEMENT

5.01 This Agreement, including the exhibit, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibit to the Agreement.

Exhibit A

ARTICLE VI
ASSIGNMENT OR TRANSFER OF INTEREST

6.01 Neither Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE VII
LEGAL CONSTRUCTION

7.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
COMPLIANCE WITH LAWS AND ORDINANCES

8.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

ARTICLE IX
TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE X
AMENDMENT

10.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XI
NOTICES

11.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: Bexar County Judge
 Bexar County Commissioners Court
 Paul Elizondo Tower
 101 W. Nueva, Suite 1019
 San Antonio, Texas 78205

Exhibit A

With a copy to: Director of Public Works
Bexar County Public Works
1948 Probandt Street
San Antonio, Texas 78214

If to CITY: City of Fair Oaks Ranch
City Manager
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015

And

City of Fair Oaks Ranch
Director of Public Works
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015

ARTICLE XII
FORCE MAJEURE

12.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes, or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XIII
COOPERATION, RESERVATION OF RIGHTS

13.01 The Parties agree to cooperate with each other, in good faith, at all times during the Term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with either Party's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

ARTICLE XIV
AUTHORIZATION

14.01 Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective body. This Agreement shall not become effective until approved by the City Council of the City and Bexar County Commissioners Court and signed by both Parties.

Exhibit A

ARTICLE XV
MULTIPLE COUNTERPARTS

15.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

[Signature Page to Follow]

Exhibit A

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF - _____, 2026.

COUNTY OF BEXAR**CITY OF FAIR OAKS RANCH**

By: _____
PETER SAKAI
 County Judge

By: _____
SCOTT M. HUIZENGA
 City Manager

APPROVED AS TO LEGAL FORM:

ATTEST:

PETER COUSSOULIS
 Assistant Criminal District Attorney
 Civil Section

CHRISTINA PICIOCCIO
 City Secretary

APPROVED AS TO FINANCIAL CONTENT: APPROVED AS TO LEGAL FORM:

LEO S. CALDERA, CIA, CGAP
 County Auditor

MATT GROVES
 Denton Navarro Rodriguez Bernal Santee &
 Zech P.C., City Attorney

DAVID SMITH
 County Manager

APPROVED AS TO SCOPE OF WORK:

ART REINHARDT, PE, CFM
 Director of Public Works/County Engineer

Exhibit A

Exhibit “A”
Designated Area

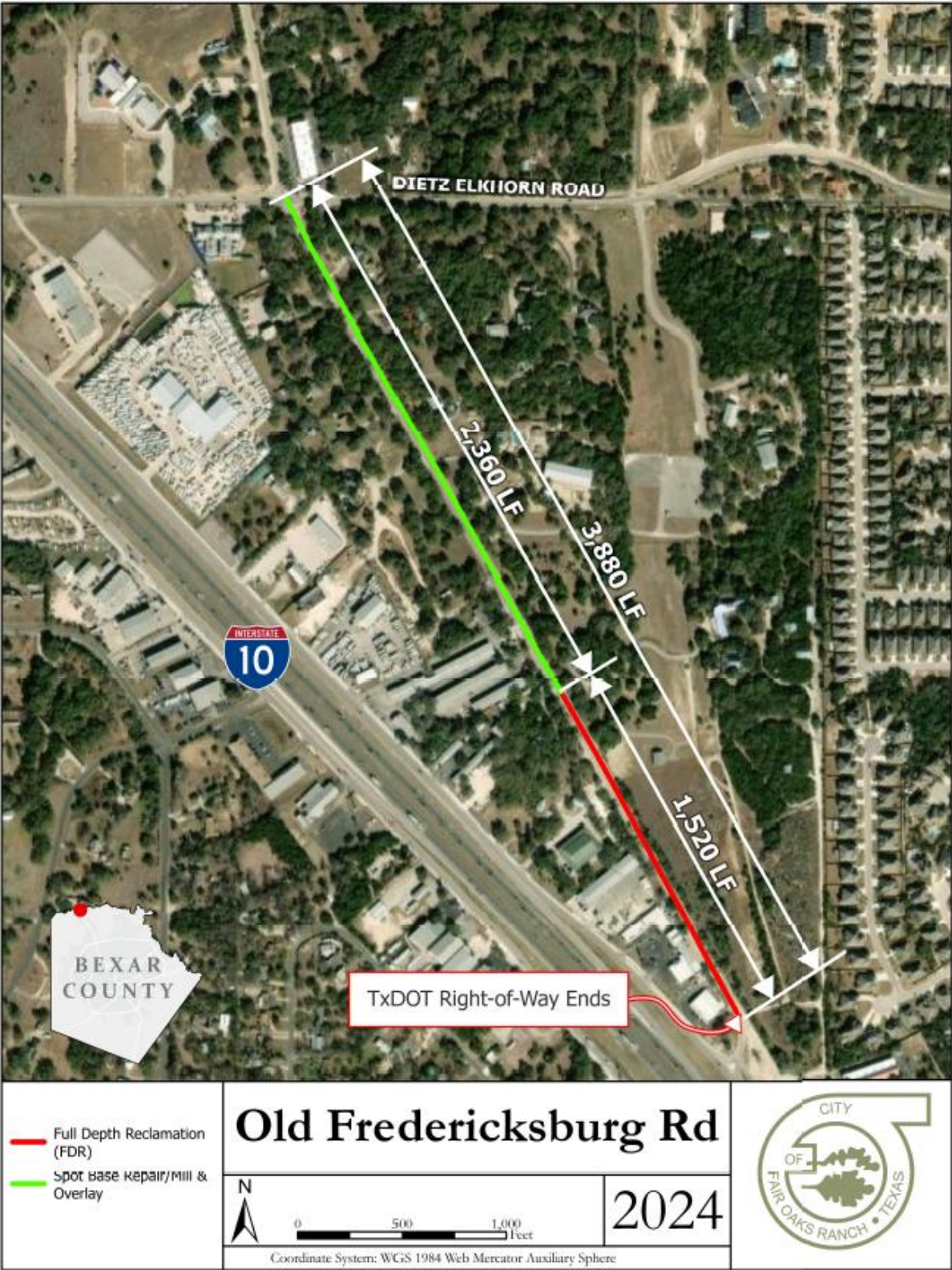


Exhibit A

Exhibit “B”

Plans and Specifications

{ Attached }



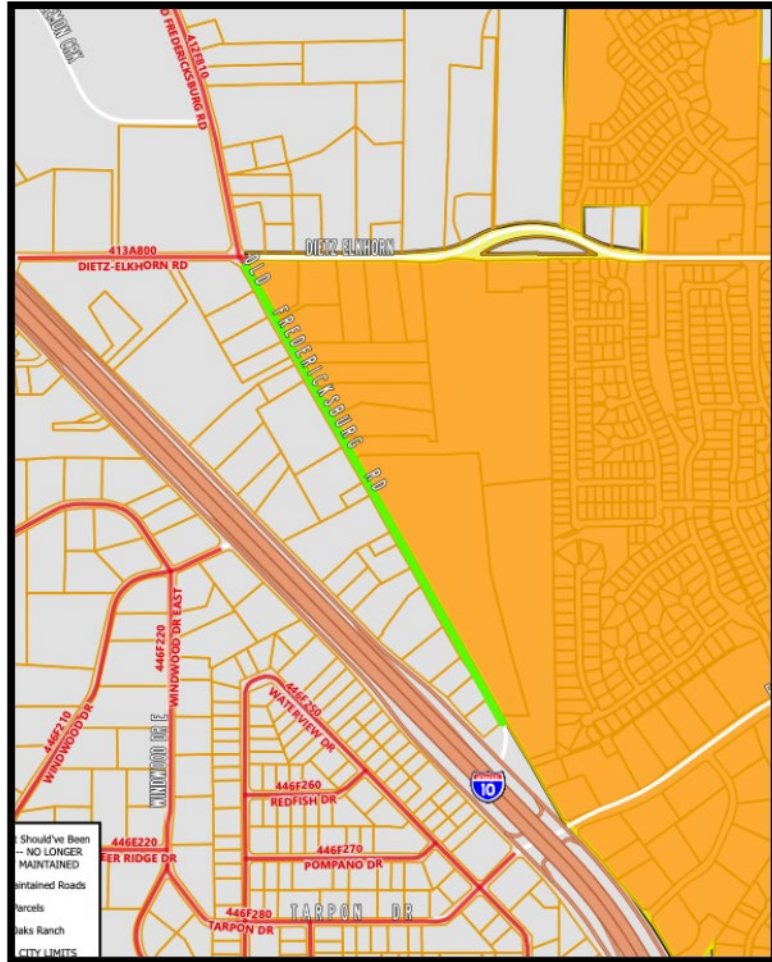
Old Fredericksburg Road Repair and Maintenance



Interlocal Agreement with Bexar County

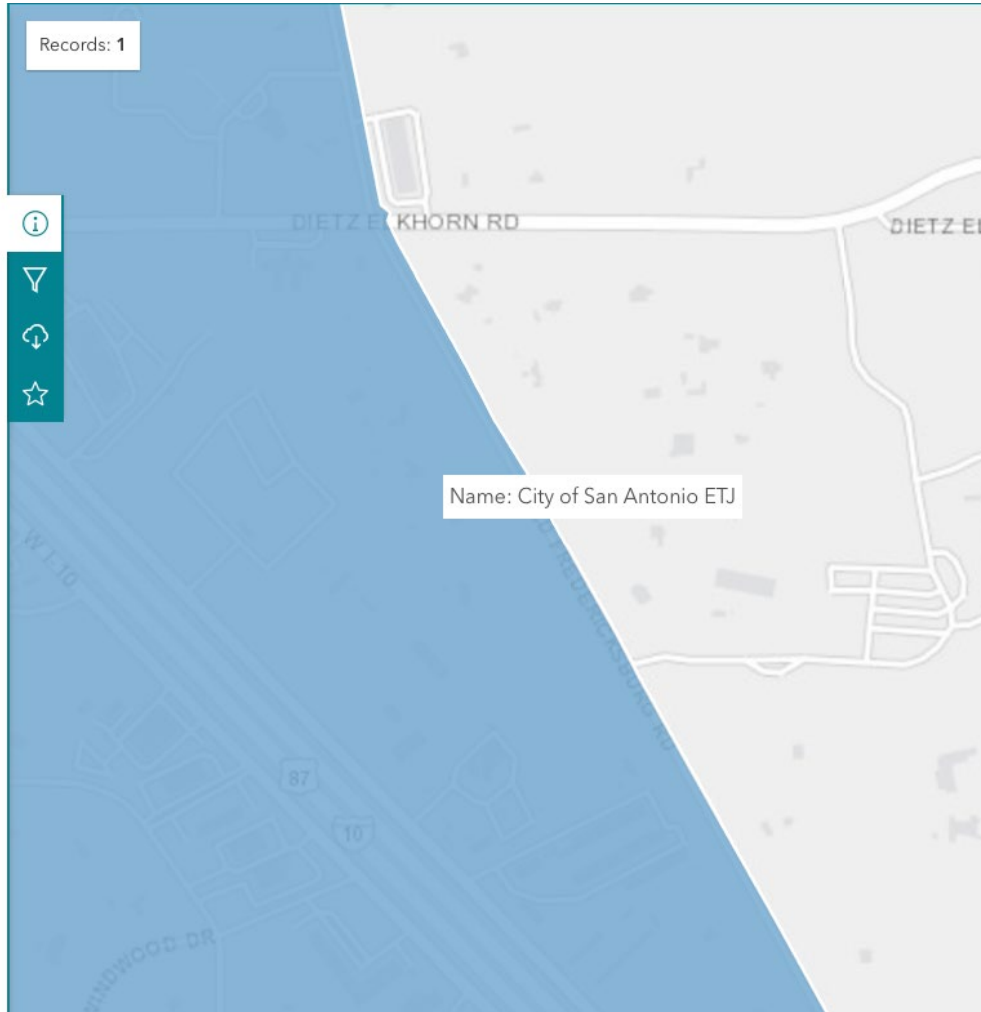
Grant Watanabe, P.E., CFM
Director of Public Works

History of Old Fredericksburg Road



- In January 2024, Bexar County informed the City that it would cease maintaining Old Fredericksburg Road
- The road was not annexed by the City in 2017 under Section 43.106 of the Texas Government Code
- The section runs from I-10 to Dietz Elkhorn Road

Texas Government Code Section 43.106



- Requires annexation of a county road and right-of-way when annexing adjacent property
- City annexed adjacent property, which parallels the San Antonio ETJ
- City of San Antonio confirmed the road is within its ETJ

Current Road Condition

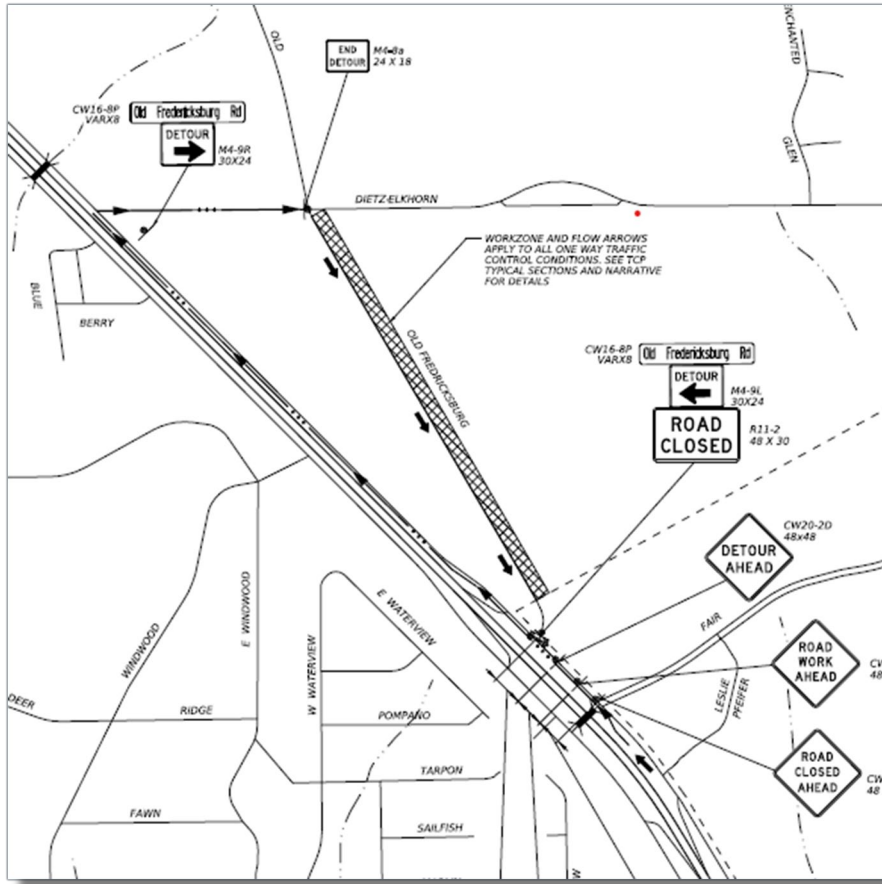


Item #11.



City of Fair Oaks Ranch

Proposed Interlocal Agreement (ILA)



Cost-sharing agreement between Bexar County (2/3) and the City (1/3) of total repair cost of \$617,647.12. City cost is \$205,882.37.

Bexar County manages repair project under its existing contracts

City assumes long-term maintenance responsibility upon completion of the repair project

Bexar County to assist the City in its petition(s) to San Antonio to release the ETJ for annexation

Analysis/Benefit to Citizens

- Aligns with Priority 3.4 of the Strategic Plan to Enhance and Ensure Reliable Roadway Improvement Initiatives
- Demonstrates regional cooperation between the City and Bexar County to address infrastructure challenges while fostering a smooth and mutually beneficial resolution
- Addresses long-term safety and reliability concerns of Old Fredericksburg Road that directly benefits Fair Oaks Ranch residents and motorists



Summary



- Staff seeks City Council approval of the ILA
- Bexar County expected to consider the ILA on February 17, 2026
- Construction start anticipated in March/April 2026



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026

DATE: December 4, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

This budget amendment increases the FY 2025-26 budget to account for prior-year commitments, continuing capital projects, and newly authorized appropriations.

First, the amendment re-appropriates funds for open purchase orders (encumbrances) totaling \$132,890 in the General Fund and \$124,422 in the Utility Fund, ensuring that outstanding FY 2024–25 obligations carry forward into the current fiscal year. It also rolls over continuing project appropriations totaling \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund, allowing active multi-year projects to proceed without interruption.

Additionally, the December 4, 2025 agenda includes an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road. This amendment appropriates the City’s proposed \$205,882 cost share for that agreement, funded from available Strategic and Capital Projects Fund balance and not impacting reserves.

The amendment also records a \$10,000 donation accepted on November 6, 2025, from the Fair Oaks Ranch Homeowners Association (FORHA) to support the City’s Oak Wilt Program, along with the associated program expenditure.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Re-appropriating open purchase orders and rolling over ongoing capital projects ensures continuity of services, avoids project delays, and maintains accountability for prior-year contractual obligations. This practice strengthens financial transparency and supports long-range capital planning.

The appropriation for the Old Fredericksburg Road Interlocal Agreement advances Council’s infrastructure goals by enhancing roadway reliability, safety, and long-term performance through coordinated investment with Bexar County.

The FORHA donation and related expenditure enhances the City’s Oak Wilt Program, supporting environmental stewardship and expanding assistance available to residents for oak wilt prevention and treatment.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This amendment re-appropriates:

- \$132,890 in the General Fund and \$124,422 in the Utility Fund for open purchase orders, and
- \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund for continuing projects.

It also establishes new appropriations totaling \$215,882, consisting of:

- \$205,882 from Strategic and Capital Projects Fund balance for the Old Fredericksburg Rd. project, and
- \$10,000 in General Fund revenues and expenditures for the FORHA Oak Wilt Program donation.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026

WHEREAS, the City has outstanding purchase orders from FY 2024–25 requiring re-appropriation in the amount of \$132,890 in the General Fund and \$124,422 in the Utility Fund for contractual obligations that remained open at year-end; and

WHEREAS, the City also has continuing multi-year capital projects requiring rollover appropriations totaling \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund; and

WHEREAS, on December 4, 2025, City Council approved a resolution authorizing execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road, under which the City's cost share totals \$205,882, and the City must appropriate funds from the Strategic and Capital Projects Fund balance to fulfill its obligation under the agreement; and

WHEREAS, on November 6, 2025, City Council accepted a \$10,000 donation from the Fair Oaks Ranch Homeowners Association to support the City's Oak Wilt Program, requiring recognition of the revenue and appropriation of the related expenditure; and

WHEREAS, the City Council finds that the budget amendment detailed in **Exhibit A** is necessary to re-appropriate outstanding encumbrances, roll over continuing projects, and appropriate funds for the Interlocal Agreement and the FORHA donation as previously approved by City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1.** The City Secretary is hereby directed to file this ordinance as an amendment to the original budget and the Director of Finance is hereby directed to amend the original budget with the amendments listed in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 4th day of December 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of January 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

Proposed Budget Amendment No. 1
FY 2025-26

	<u>Encumbrances</u>	<u>Project Rollovers</u>	<u>New Appropriations</u>
REVENUES AND EXPENDITURES			
Sources of Funds:			
Grants and Donations			10,000
Fund Balance - Prior Year	257,312	3,988,856	205,882
Total Funds Provided	<u>257,312</u>	<u>3,988,856</u>	<u>215,882</u>
 Use of Funds - Expenditures:			
General Fund	132,890		10,000
Strategic Projects Fund		327,279	205,882
Utility Fund	124,422		
Water Capital Fund		2,656,165	
Wastewater Capital Fund		1,005,412	
Total Expenditures	<u>257,312</u>	<u>3,988,856</u>	<u>215,882</u>

Schedule of Open Purchase Orders

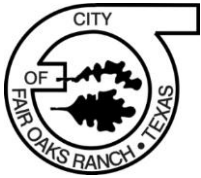
Fund/Department	PO Description	Amount Outstanding 9/30/2025
<u>General Fund</u>		
Information Technology	Server Room HVAC	\$21,400
	Server Room Steel Door	9,962
Human Resources	July 4th Laser Show	7,071
	July 4th Fireworks Show	10,625
Public Safety	Fire/EMS Consulting	10,700
Maintenance	Walk in Cooler	10,000
Engineering & Planning	Annual Street Maintenance	61,908
Shared Services	PD Gate Lock	1,225
Sub-Total General Fund		<u>\$132,890</u>
<u>Utility Fund</u>		
Water	Maintenance of plant and lines	\$4,422
	Base Station	120,000
Sub-Total Utility Fund		<u>\$124,422</u>
Total Outstanding PO's		<u><u>\$257,312</u></u>

Strategic and Capital Project Rollovers

Fund/Department	Project Description	Amount Outstanding 9/30/2025
<u>Strategic Projects Fund</u>		
Reliable & Sustainable Infrastructure	Dietz Elkhorn Reconstruction	\$61,811
	Chartwell Lane Project #35	59,988
	Rolling Acres Trail Drainage #2	67,475
	Rolling Acres Trail Drainage #4	65,220
Operational Excellence	Compensation & Benefit Plan Study	32,850
	Third Party Scanning	39,935
Sub-Total Strategic Projects Fund		<u>\$327,279</u>
<u>Water Capital Fund</u>		
Water	Elevated Storage Tank	\$153,425
	Willow Wind/Red Bud Hill	527,814
	Old Fredericksburg Rd	50,127
	Rolling Acres Trail	607,655
	SAWS Emergency Connect	38,447
	Upgrade Plant 3 Electrical	38,960
	Plant 5 Expansion	1,239,737
Sub-Total Water Capital Fund		<u>\$2,656,165</u>
<u>Wastewater Capital Fund</u>		
Wastewater	WWTP Phase 1 Expansion	\$355,412
	Cojak Circle Sewer Upgrade	\$650,000
Sub-Total Wastewater Capital Fund		<u>\$1,005,412</u>
Total Continuing Project Appropriations		<u><u>\$3,988,856</u></u>

FY 2025-26 New Appropriations

Fund/Department	Description	Amount
<u>General Fund Revenue</u>		
Grants and Donations	FORHA Donation for Oak Wilt Program	\$10,000
Sub-Total General Fund Revenue		<u>\$10,000</u>
<u>General Fund Expenditures</u>		
Oak Wilt Program	Appropriate donation for program	\$10,000
Sub-Total General Fund Expenditures		<u>\$10,000</u>
<u>Strategic Projects Fund</u>		
Old Fredericksburg Rd.	Repair and maintenance ILA cost share	\$205,882
Sub-Total Strategic Projects Fund		<u>\$205,882</u>
Total New Revenues		\$10,000
Total New Appropriations		<u>\$215,882</u>



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an Emergency Interconnect Agreement with the San Antonio Water System (SAWS)

DATE: December 4, 2025

DEPARTMENT: Public Works

PRESENTED BY: Steven Fried, Assistant Director of Public Works

INTRODUCTION/BACKGROUND:

The SAWS Emergency Interconnect, a Capital Improvement Project, aims to improve water system resiliency by establishing an emergency connection to the San Antonio Water System (SAWS). The interconnect will provide the City with a backup water supply source to pressure Zone C in the event of pressure loss, system failure, extended power outage, or other emergencies. The proposed location of the interconnect is at Leslie Pfeiffer Drive, with SAWS-owned metering at the point of delivery.

An Emergency Interconnect Agreement (**Exhibit A**) with SAWS is required prior to connection. Per the agreement, SAWS will provide temporary potable water to the City during qualifying emergency conditions, subject to SAWS system capacity and existing customer priorities. Activation is to be completed only by SAWS personnel upon the City's request and is limited to 30 consecutive days unless an extension is approved by SAWS. The interconnect is intended strictly for emergency use, limited to essential indoor domestic use, and is not intended to serve as a supplemental or redundant water supply. The agreement strengthens the City's ability to maintain water service continuity during critical events and establishes partnerships with other regional water system utilities.

The City of Fair Oaks Ranch will be responsible for the design, permitting, construction, and maintenance of the physical connection, including installation and annual testing and certification of all backflow prevention assemblies, in accordance with SAWS standards and Texas Commission on Environmental Quality (TCEQ) requirements. The City will maintain sanitary control of its system downstream of the point of delivery and comply with Texas Commission on Environmental Quality (TCEQ) and SAWS standards for construction, testing, and backflow prevention.

The agreement has a ten-year term with termination rights for either party. It also includes standard indemnification and liability provisions protecting SAWS and the City of San Antonio, consistent with inter-utility contracts of this type.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources
- Provides a backup source of water for pressure zone C in the event of pressure loss, system failure or other qualifying emergencies

LONGTERM FINANCIAL & BUDGETARY IMPACT:

- Design, construction, and permitting costs will be funded through existing water utility capital project allocations
- Recurring costs include a \$613.72 monthly meter availability fee assessed by SAWS
- Water usage will be billed at the higher of SAWS or the City's residential rate and tier structure during activation events
- No SAWS impact fees will apply

LEGAL ANALYSIS:

The City Attorney has reviewed and approved the Emergency Interconnect Agreement to form and legal sufficiency.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an Emergency Interconnect Agreement with the San Antonio Water System (SAWS), expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING THE EXECUTION OF AN EMERGENCY INTERCONNECT AGREEMENT
WITH THE SAN ANTONIO WATER SYSTEM (SAWS), EXPENDITURE OF THE REQUIRED
FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

WHEREAS, the City of Fair Oaks Ranch (“City”) and the San Antonio Water System (“SAWS”) desire to formalize the terms and conditions under which SAWS may provide temporary potable water to the City during emergency conditions through an emergency interconnect; and

WHEREAS, the City has identified the need for such an interconnect as part of its water security and resiliency planning, and SAWS has agreed to provide the interconnection subject to approval by the SAWS Board of Trustees; and

WHEREAS, the proposed Emergency Interconnect Agreement establishes the terms and conditions under which SAWS will provide emergency water supply to the City, including limits of service, metering, testing, and system activation procedures; and

WHEREAS, construction, operation, and maintenance of the interconnect will be funded by the City of Fair Oaks Ranch, with all required permits and inspections completed under SAWS and Texas Commission on Environmental Quality (TCEQ) standards; and

WHEREAS, the City Council of Fair Oaks Ranch finds that entering into this Agreement serves the best interest of the City by strengthening emergency preparedness and ensuring the ability to provide potable water in times of system disruption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1.** The City Council hereby authorizes the City Manager to execute an Agreement (Exhibit A) with San Antonio Water System (SAWS) for the purpose of providing potable water delivery from SAWS to the City of Fair Oaks Ranch under emergency conditions, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

EMERGENCY INTERCONNECT AGREEMENT

This Emergency Interconnect Agreement (the "Agreement") is entered into to be effective on the ___ day of _____ 2025 (the "Effective Date") by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water reuse utility organized under Article 1115 V.A.T.S, and City Ordinance No. 75686 (the "Indenture Ordinance"), and by and through its President and CEO, Robert R. Puente ("SAWS") and City of Fair Oaks Ranch (the "Requesting Purveyor"), with respect to SAWS providing an emergency interconnect to the Requesting Purveyor under the following conditions:

Whereas, SAWS and the Requesting Purveyor now desire to execute this Emergency Interconnect Contract (2025 Contract); and

Whereas, SAWS and the Requesting Purveyor enter into this Agreement to further the water security of the City of Fair Oaks Ranch; and

Now Therefore, the Parties agree as follows:

1. The Requesting Purveyor agrees that SAWS has the obligation to first provide water service to its customers not located in the area to be served through the emergency interconnect. SAWS has the right to not sell water through the emergency interconnect if it has determined that its first priority customers would be adversely impacted. The Requesting Purveyor understands and agrees that SAWS, in its sole discretion, may terminate the emergency interconnect at any time and reject any future emergency interconnects.
2. All emergency interconnections shall be charged the interconnect water service rate and the meter availability fee and billed in accordance with City of San Antonio Ordinance #101684 and as may be amended from time to time and shall be subject to the requirements of the ordinance. Impact fees will not be charged by SAWS for an emergency interconnect.
3. Physical connections to SAWS infrastructure for the emergency interconnect shall be funded entirely by the Requesting Purveyor. The Requesting Purveyor must apply for a Water Connection Permit through SAWS' Counter Service Division. SAWS must approve the engineering plans and inspect the construction of the connection prior to activating the emergency connection. Construction of the connection must comply with all SAWS' specifications and regulations. Requesting Purveyor must also obtain all required approvals from the Texas Commission on Environmental Quality, or successor agency ("TCEQ"), prior to construction of the connection. SAWS will provide the Requesting Purveyor with information regarding SAWS' facilities as required by TCEQ.

4. The Requesting Purveyor has one (1) emergency interconnection points to SAWS distribution system (Attachment 1):
 - 28313 Leslie Pfeiffer Dr., 8” Service Line Meter Number ##
5. SAWS shall furnish, operate and maintain, at its own expense the necessary metering equipment and other devices required for properly measuring the quantity of water delivered to the Requesting Purveyor. The SAWS obligations under this Contract shall terminate at the established point of delivery, and the Requesting Purveyor shall be solely responsible for complying with all applicable requirements, including the maintenance of minimum pressure. The Requesting Purveyor will maintain sanitary control over the system downstream of the point of delivery.
6. The Requesting Purveyor shall install, operate, and maintain at its own expense, a backflow preventer. The Requesting Purveyor or their representative shall have each backflow prevention assembly inspected and tested upon installation, and then annually by a state-licensed backflow assembly tester. The licensed tester performing the inspection and testing shall complete a report of each inspection and testing on a SAWS backflow test and maintenance form. The completed test and maintenance form shall be submitted to SAWS annually. Failure to comply with this section will result in denial of emergency interconnect activation.
7. Activation of the connection is temporary and shall be limited to conditions necessitated by mechanical failure of the Requesting Purveyor’s system.
 - The emergency connection shall not be used as the mechanism to delay repairs or modifications to the Requesting Purveyor’s system.
 - Activation of the connection shall be performed by SAWS staff.
 - Requesting Purveyor shall contact SAWS Emergency Operations Center for activation of the connection by calling 210-704-7297 (210-704-SAWS).
8. Each activation of the emergency interconnect shall not exceed 30 consecutive calendar days. If more than 30 consecutive calendar days are needed to repair the mechanical failure with the system, the Requesting Purveyor shall submit a written request to SAWS. SAWS will then reassess the request to determine if adequate water supply is available for SAWS’ first priority customers and also for the emergency interconnect.
9. Water use from the emergency interconnect, by the Requesting Purveyor, shall be limited to domestic indoor use – not for landscape watering.
10. The Requesting Purveyor shall develop and implement a water conservation plan using the applicable elements of 30 TAC Chapter 288. The Requesting Purveyor agrees to make available a copy of the approved Conservation Plan to SAWS upon request.
11. The emergency interconnect is not intended to serve as a supplemental source due to declining water supply and cannot be used to avoid acquiring additional water supplies or to avoid building redundant infrastructure.

- The emergency interconnect cannot be used to satisfy any redundancy or back-up infrastructure or water supply requirements, including those that may be prescribed by the Texas Commission on Environmental Quality (TCEQ), or as part of the Requesting Purveyor's Emergency Preparedness Plan under Texas Water Code 13.1394.
 - If the Requesting Purveyor does not have an adequate water supply to meet customer demand, a wholesale connection may be requested, however, SAWS shall have the discretion to accept or reject such a request.
 - A wholesale connection will require an engineering study to determine compatibility with SAWS' master plan, the availability of capacity, and if additional facilities will be required.
 - A wholesale connection will require the payment of impact fees.
 - A wholesale connection will require that a take or pay wholesale contract be executed between SAWS and the Requesting Purveyor.
12. Liability. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind, including environmental liability, arising from the use, distribution, sale, delivery or discharge of the water provided under this Agreement, whether such use is intended or accidental, or authorized by this Agreement and applicable laws or otherwise. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind arising from or relating to the design, installation, construction, connection, maintenance, operation and modification of the interconnection, regardless as to whether the interconnection was released for service by SAWS.
12. **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, REQUESTING PURVEYOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF SAN ANTONIO, SAWS, AND THEIR EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES ("CITY/SAWS REPRESENTATIVES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ENVIRONMENTAL LIABILITY, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH REQUESTING PURVEYOR'S DISTRIBUTION, USE, SALE, DELIVERY AND/OR STORAGE OF THE WATER PROVIDED HEREUNDER, AND/OR THE DESIGN, INSTALLATION, CONSTRUCTION, CONNECTION, MAINTENANCE, MODIFICATION OR OPERATION OF REQUESTING PURVEYOR'S SYSTEM, INCLUDING WHEN CAUSED, IN WHOLE OR PART, BY REQUESTING PURVEYOR, THIRD PARTIES, OR BY THE CONTRIBUTORY NEGLIGENCE OF CITY/SAWS REPRESENTATIVES. IT IS THE EXPRESSED INTENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY REQUESTING PURVEYOR TO INDEMNIFY AND PROTECT CITY/SAWS REPRESENTATIVES FROM THE NEGLIGENT ACTS OF THE REQUESTING PURVEYOR, THIRD PARTIES, AND CITY/SAWS REPRESENTATIVES, EXCEPT WHEN CAUSED BY THE SOLE NEGLIGENCE OF CITY/SAWS REPRESENTATIVES.

13. The term of this Agreement commences on the Effective Date and shall remain in full force and effect for a period of ten (10) years (beginning on _____, 2025) and shall terminate on _____, 2035.
14. Either party may terminate this Agreement by providing prior written notice to the other with an immediate effective date. This right to terminate may be exercised to apply to any or all of the emergency interconnection sites specified in Sections 4 above. If the termination applies to less than all of those sites, then this Agreement shall remain in effect for the remaining sites unless subsequently terminated by either party.

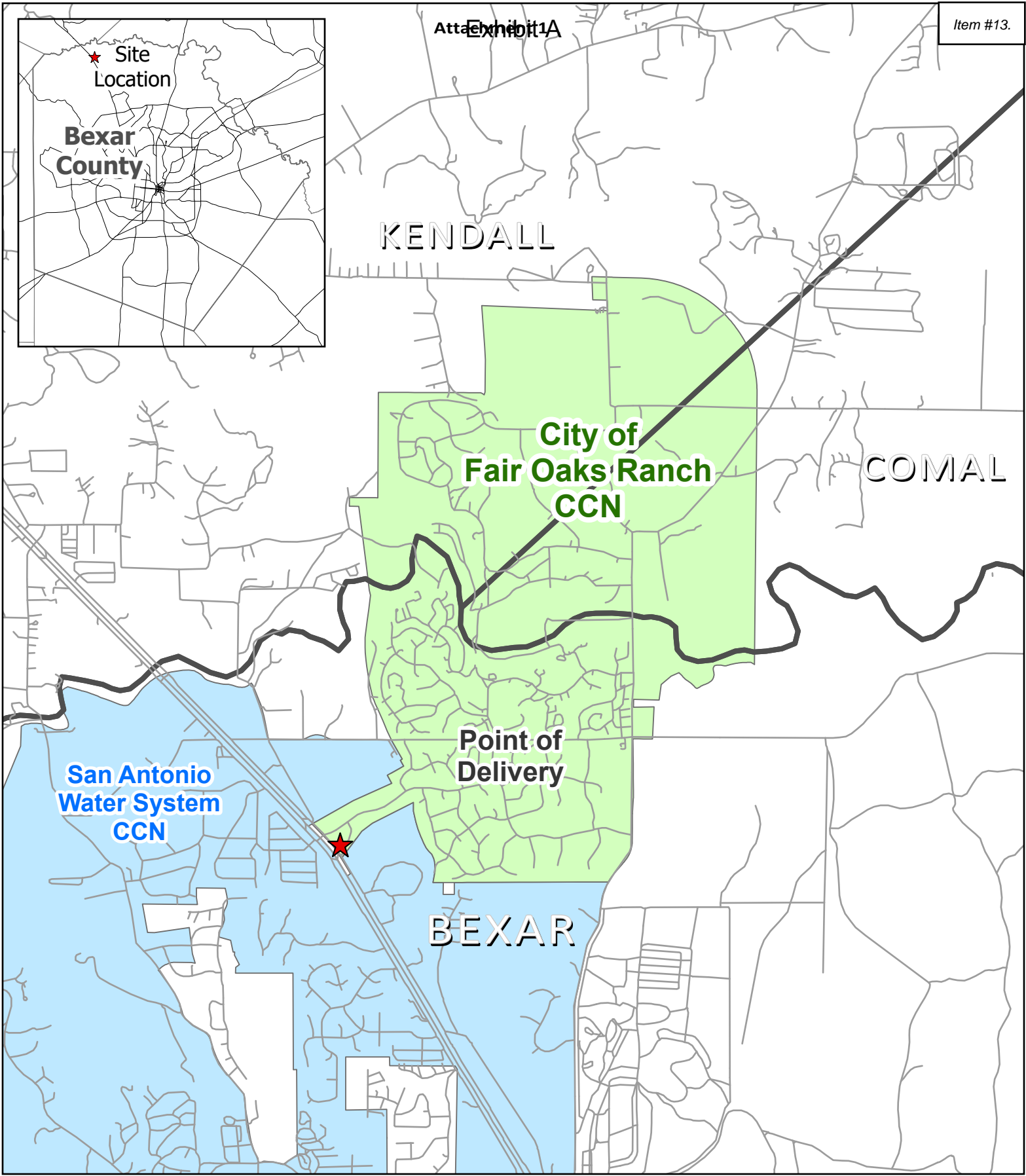
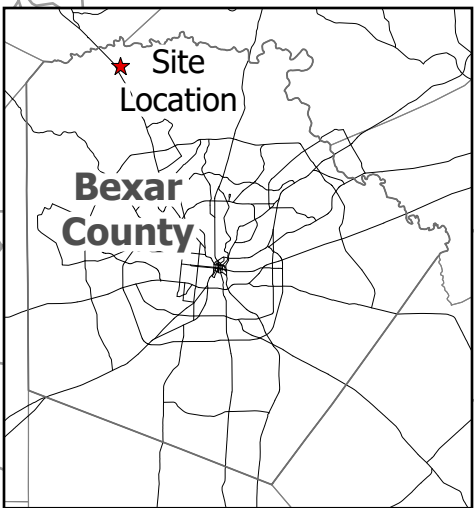
IN WITNESS WHEREOF, SAWS AND Requesting Purveyor have duly executed this Agreement as of the Effective Date.

REQUESTING PURVEYOR




By: _____
Name: Greg Maxton
Title: Mayor

SAN ANTONIO WATER SYSTEM

By: _____
Name: Robert R. Puente
Title: President/CEO

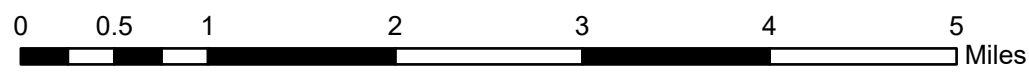


Legend

-  Point of Delivery
-  City of Fair Oaks Ranch
-  SAWS CCN

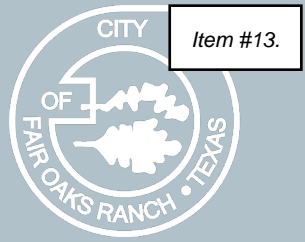


City of Fair Oaks Ranch
Point of Delivery





SAWS Emergency Interconnect Agreement



Steven Fried
Assistant Director of Public Works

Purpose & Background

- Formalizes the terms under which SAWS may provide temporary potable water to the City during emergency conditions
- Interconnect located on Leslie Pfeiffer Drive with SAWS-owned metering at the point of delivery
- Enhances the City's system resiliency during pressure loss, mechanical failure, or other qualifying emergencies
- City responsible for design, permitting, construction, and obtaining all necessary approvals from SAWS and TCEQ prior to connection

Key Agreement Terms

- SAWS retains priority to serve its existing customers
- Activation only by SAWS personnel upon the City's request
- Use restricted to domestic indoor (essential) use only
- Activation limited to 30 consecutive days unless SAWS approves an extension
- Certified annual testing of all backflow prevention assemblies required
- Term of 10 years, with termination rights for either party
- Includes standard protections found in utility contracts

Financial Summary

- Monthly meter availability fee: \$613.72 (based on an 8" meter)
- Water usage billed at the higher of SAWS or City of Fair Oaks Ranch residential rates during activation
- No SAWS impact fees apply

Staff Recommendation



- Approve the Resolution authorizing the City Manager to execute the Emergency Interconnect Agreement with SAWS

Questions?



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Update on a citizen request to reduce the speed limit on Ralph Fair Road (FM3351)

DATE: December 4, 2025

DEPARTMENT: Transportation Safety Advisory Committee

PRESENTED BY: Carole Vanzant, CPM, ICMA-CM, Assistant City Manager
Andres Gonzales, TxDOT Area Engineer

INTRODUCTION/BACKGROUND:

The Texas Department of Transportation (TxDOT) owns and maintains Ralph Fair Road (FM 3351). A portion of the farm-to-market road traverses through the City of Fair Oaks Ranch. On March 21, the City received a citizen request (**Exhibit A**) to reduce the speed limit on FM 3351 within the city limits to 45 miles per hour to enhance safety due to increased merging and exiting movements from local feeder roads.

Following is a summary of actions taken by the Transportation Safety Advisory Committee (TSAC), the City Council and the city staff to date:

- May 7 - A motion recommending City Council consider submitting an official request to TxDOT to perform a traffic study to lower the speed limit within the city limits on FM3351 due to increased traffic volume, numerous intersections, and increased population passed (6-0-1).
- June 5 - The City Council concurred with TSAC's recommendation and directed staff to bring forth a resolution at a future Council meeting authorizing the City Manager to submit a request to TxDOT for consideration of reducing the speed limit.
- June 25 - TxDOT informed staff they recently received a similar request from Camp Stanley. The request includes the road portion within the City. TxDOT agreed to share the results with the City upon completion.

Andres Gonzalez, TxDOT Area Engineer, will present TxDOT's findings and next steps with the City Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides the continued improvement of the residents' quality of life relative to transportation safety.
2. Follows through with the City Council's directions received at their June 5th meeting.
3. Complies with TxDOT'S process in considering a speed limit adjustment on their road.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A



TRANSPORTATION SAFETY ADVISORY COMMITTEE REQUEST FORM

Rcv'd: April 9, 2025

By: Email

Req #:

Please fill out this form in its entirety (feel free to attach photos or additional information) regarding the review of a traffic or pedestrian safety issue. If applicable, your request will be presented to the Committee for review and determination. Forms must be received 30 days prior to the scheduled quarterly meeting. [TSAC webpage](#)

Requestor Contact Information

Name: Doug Miller Phone: _____

Mailing Address: 7320 Rolling Acres Trail

City/State/ZIP Code: Fair Oaks Ranch, TX 78015

Email Address: _____

Are you able to attend the TSAC meeting where this request will be presented to the Committee? **Yes**
(First Wednesday of February, May, August, and November at 3:00 PM)

Category

- | | | |
|--|--|---|
| <input type="checkbox"/> Changes to Traffic Patterns | <input type="checkbox"/> Crosswalks | <input type="checkbox"/> Hike and Bike Lanes |
| <input type="checkbox"/> No Parking Zones | <input type="checkbox"/> Poor Site Distance at Intersections | <input checked="" type="checkbox"/> Speed Limit Increase/Decrease |
| <input type="checkbox"/> Speed Limiting Devices | <input type="checkbox"/> Yield and Stop Signs | <input type="checkbox"/> Other |

Location / Situation for Review and Description of Concerns

FM 3351 connects I-10 and Highway 46 through Bexar, Comal, and Kendall counties and passes through the approximately 4.2 miles of the city of Fair Oaks Ranch. The current FM 3351 speed limit is 55 MPH from I-10 to just North of Ammann Road and increases to 60 MPH up to Highway 46. Within the Fair Oaks Ranch City Limits, FM 3351 fronts two churches, an elementary school, a shopping center with a gas station, numerous single-family homes, and numerous residential feeder roads. As traffic load has increased, a second traffic light within the city limits was added to the Fair Oaks Parkway intersection to allow cross traffic to merge onto FM3351. However, all of the residential feeder roads have experienced reduced merging and turn safety as vehicles attempt to merge onto or exit FM3351 as traffic has increased and vehicles attempt to merge into smaller traffic windows, causing motorists on FM3351 to slow down and/or brake aggressively to adjust to merging traffic. Reducing the speed limit to 45 MPH with the city limits would improve the safety of merging and exiting FM3351 by reducing the distance between vehicles needed for safe merging. With the current 45 MPH speed limit posted through the current bridge construction area, improved merging and existing safety margin has been demonstrated within the construction zone at Keenland and Silver Spur, and this improvement in vehicle safety should be permanently implemented within the city limits. While traveling on state highways and Farm to Market roads through other Texas towns, a reduction in speed limit provides additional safety through all of these small towns, and Fair Oaks Ranch needs to also benefit from increased public safety with a lower speed limit though the city limits where increased merging and existing on FM 3351 occurs due to the increased population density and commercial activity in this area.

Desired Outcome/Resolution

Reduce the speed limit on FM 3351 from 55 MPH to 45 MPH within the city limits of Fair Oaks Ranch