

City of Cody City Council  
Tuesday, March 19, 2024 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Minutes -March 5 & March 12, 2024.
- b. Approve Vouchers and payroll in the amount of \$1,550,928.50.
- c. Approve the request from Shirley Bentley, Cody Farmer's Market (CFM) to utilize the Bob Moore Parking Lot on Saturdays for the Months of May through October 2024. The event would take place 9 am to noon with the participants setting up no earlier than 7:30 a.m. to the start and tear down by 12:30 p.m. Staff recommends CFM to provide additional signage to distinguish the west entrance as closed, as well as, other areas along the east side of the expanded area to be identified as closed to traffic and CFM will provide liability insurance for event.
- d. Authorize the City Administrator, Barry Cook to enter into and sign an agreement between the City of Cody and Xplore Recreation, approve payment in the amount of \$6,900 for the first implementation installment contingent upon City Attorney review and approval.
- e. Authorize the City Administrator, Barry Cook to enter into and sign an agreement between the City of Cody and Atlas Strategic Communications.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

- a. Authorize the Mayor to sign the AIP 47 Infrastructure Grant relating to the T-Hangar Project at the Yellowstone Regional Airport.  
Spokesperson: Aaron Buck, YRA

- b. Resolution 2024-01  
A Resolution Amending the City of Cody Budget for Fiscal Year 2023-2024.  
Staff Reference: Leslie Brumage, Finance Officer
- c. Resolution 2024-02  
A Resolution Encumbering Funds from the American Rescue Plan Act Providing Funding to Purchase a Municipal Court Software Module.  
Staff Reference: Leslie Brumage, Finance Officer
- d. Authorize the Mayor to sign a contract with Tyler Technologies for the Enforcement Mobile (e-citations) and the Municipal Justice (court management) software programs, contingent upon approval by the City Attorney.  
Staff Reference: Leslie Brumage, Finance Officer
- e. Ordinance 2024-01 First Reading  
An Ordinance Amending Title 10, Chapter 14 Section 1.C Notice & Public Hearing.  
Staff Reference: Scott Kolpitcke, City Attorney
- f. Ordinance 2024-02 First Reading  
An Ordinance Amending Title 9, Chapter 2 Section 3: Meeting with Planning, Zoning & Adjustment Board required before Building Permit Issued.  
Staff Reference: Scott Kolpitcke, City Attorney

- 5. Matters from Staff Members
- 6. Matters from Council Members
- 7. Adjournment

**Upcoming Meetings:**

**March 26, 2024 – Tuesday – Work Session 5:30 p.m. -  
April 2, 2024 – Tuesday – Regular Council Meeting 7:00 p.m  
April 9, 2024 – Tuesday – Work Session 5:30 p.m. -  
April 16, 2024 – Tuesday – Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, March 5, 2024**

At 6:33 p.m. Council Member Quick made a motion seconded by Council Member Swett to enter into an Executive Session pursuant to W.S. 16-4-405(a)(iii) & (ix). Vote was unanimous. At 6:49 p.m. Council Member Swett made a motion seconded by Council Member Reiter to exit an Executive Session pursuant to W.S. 16-4-405(a)(iii) & (ix). Vote was unanimous.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 5, 2024 at 7:00 p.m.

Present: Mayor Hall, Council Members Andrew Quick, Jerry Fritz, Lee Ann Reiter, Kelly Tamblyn and Don F. Shreve Jr., Emily Swett and City Attorney Scott Kolpitcke; and Cindy Baker, Administrative Services Officer.

Absent: None.

Mayor Hall called the meeting to order at 7:00 p.m.

Proclamation – National Service Recognition Day 3/12/2024

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve the Consent Calendar as amended including approval of Regular from February 20, 2024 and February 27, 2024, approve Vouchers and payroll in the amount of \$1,157,360.12, and approve sponsoring, from the Council Contingency fund, the 2024 Cody High School Graduation Party for the amount not to exceed \$830.00. Vote was unanimous.

Council Member Reiter made a motion Seconded by Council Member Fritz to authorize the Mayor to sign Amendment No One relating to the AIP Grant # 3-56-0006-045-2023. Vote was unanimous.

Council Member Swett made a motion Seconded by Council Member Quick to approve the activities associated with the 2024 Fistful of Dirt Bike Race including Street Closures, City Park Use, Malt Beverage & Open Container Permits, and other related items subject to the conditions of approval outlined in the Summary Report. Vote was unanimous.

Council Member Fritz made a motion Seconded by Council Member Tamblyn to approve the final plat and construction plans for the Sommer Minor Subdivision, a 2-lot subdivision, subject to conditions of approval. Vote was unanimous.

Council Member Tamblyn made a motion Seconded by Council Member Swett to authorize the Mayor to enter into and sign the proposal with Plan One Architects for the Needs Assessment relating to the Cody Auditorium Building. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:41 p.m.

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Mayor Matt Hall

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Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, March 12, 2024**

A Leadership Summit meeting of the Cody City Council was held in the Council Chambers at City Hall on March 12, 2024 starting at 5:30 p.m.

Present: Mayor Matt Hall, Council Members Jerry Fritz, Andrew Quick, Emily Swett, Kelly Tamblyn Lee Ann Reiter, Don F. Shreve Jr., Barry Cook, City Administrator, Scott Kolpitzke, City Attorney and Cindy Baker, Administrative Services Officer.

Absent: None

Mayor Hall called the meeting to order at 5:30 p.m.

The Mayor provided the Governing Body with an update on the Task Force and two proposed Ordinance changes that was recommended by this committee. Staff was provided with direction to present at the next regular meeting for first reading.

The Governing Body discuss the Capital Improvement Plan (CIP's) and Compensation Plan for FY 24-25. Staff was provided with direction on how to proceed.

There being no further discussion, the meeting adjourned at 7:00 p.m.

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Cindy Baker	Matt Hall
Administrative Services Officer	Mayor

Report Criteria:  
Invoice.Detail.Input date = 03/12/2024  
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>360 OFFICE SOLUTIONS INC (133133)</b>				
	1362445-0	OFFICE CHAIR - UTILITY BILLING	02/26/2024	499.00
Total :				499.00
Total 360 OFFICE SOLUTIONS INC (133133):				499.00
<b>3J TRUCKING LLC (133387)</b>				
	1613	SNOW REMOVAL PARKING LOTS	02/29/2024	810.00
	1627	SNOW REMOVAL PARKING LOTS	03/08/2024	810.00
Total :				1,620.00
Total 3J TRUCKING LLC (133387):				1,620.00
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	968089	AFLAC PREMIUM	03/08/2024	2,210.32
Total :				2,210.32
Total AMERICAN FAMILY LIFE ASSUR (550):				2,210.32
<b>AMERICAN WELDING &amp; GAS INC (128592)</b>				
	0009952032	CARBON DIOXIDE/CYLINDER RENTAL	02/29/2024	38.09
	0009952032	OVERPAYMENT ON 1/02/2024	02/29/2024	.03-
Total :				38.06
Total AMERICAN WELDING & GAS INC (128592):				38.06
<b>ASSOCIATED CONSTRUCTION ENGINEERING INC (132940)</b>				
	30730	Engineering Svcs - City Hall HVAC	02/21/2024	694.80
Total :				694.80
Total ASSOCIATED CONSTRUCTION ENGINEERING INC (132940):				694.80
<b>BAGNELL, PAULETTE A (133196)</b>				
	3052024	RESTITUTION FROM MC-2301-012	03/05/2024	75.00
Total :				75.00
Total BAGNELL, PAULETTE A (133196):				75.00
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	8325351	Fuel	02/29/2024	122.38
	8325351	Fuel	02/29/2024	704.99
	8325351	Fuel	02/29/2024	187.08
	8325351	Fuel	02/29/2024	348.24
	8325351	Fuel	02/29/2024	2,587.94
	8325351	Fuel	02/29/2024	187.08
	8325351	Fuel	02/29/2024	93.54
	8325351	Fuel	02/29/2024	57.61
	8325351	Fuel	02/29/2024	263.30

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	8325351	Fuel	02/29/2024	343.45
	8325351	Fuel	02/29/2024	119.67
	8325351	Fuel	02/29/2024	119.27
	8325351	Fuel	02/29/2024	37.12
	8325351	Fuel	02/29/2024	144.00
	8325351	Fuel	02/29/2024	17.38
	8325351	Fuel	02/29/2024	263.05
	8325351	Fuel	02/29/2024	34.77
	8325351	Fuel	02/29/2024	2,366.74
	8325351	Fuel	02/29/2024	141.01
	8325351	Fuel	02/29/2024	1,099.06
	8325351	Fuel	02/29/2024	19.28
	8325351	Fuel	02/29/2024	4.82
	8325351	Fuel	02/29/2024	9.64
	8325351	Fuel	02/29/2024	14.46
	8325351	Fuel	02/29/2024	3,770.47
	8325351	Fuel	02/29/2024	1,202.00
	8325351	Fuel	02/29/2024	725.54
	8325351	Fuel	02/29/2024	121.56
	8325351	Fuel	02/29/2024	95.93
	8325351	Fuel	02/29/2024	316.09
	8325351	Fuel	02/29/2024	194.35
	8325351	Fuel	02/29/2024	129.75
	8325351	Fuel	02/29/2024	77.58
	8325351	Fuel	02/29/2024	374.75
	8325351	Fuel	02/29/2024	46.71
	8325351	Fuel	02/29/2024	957.53
	8325351	Fuel	02/29/2024	.00
	8325351	Fuel	02/29/2024	419.35
Total :				17,717.49
Total BAILEY ENTERPRISES INCORPORATED (130546):				17,717.49
BIG HORN PAINT (133119)				
SHEARER PAINTING LLC	6AHB6	PAINT FOR REC CENTER OFFICE	02/22/2024	143.97
Total :				143.97
Total BIG HORN PAINT (133119):				143.97
BLACK HILLS GAS HOLDINGS LLC (132866)				
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	1,013.13
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	1,601.87
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	1,098.68
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	1,490.32
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	5,124.29
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	5,124.29
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	777.07
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	179.56
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	1,182.09
BLACK HILLS ENERGY	03062024	UTILITIES - BLACK HILLS ENERGY	03/06/2024	702.82
Total :				18,294.12
Total BLACK HILLS GAS HOLDINGS LLC (132866):				18,294.12

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	240205218369	INSURANCE PREMIUM MARCH 2024	02/05/2024	173,543.14
Total :				173,543.14
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				173,543.14
BORDER STATES INDUSTRIES INC (1420)				
	927948124	TRANSFORMER ARRESTORS	03/01/2024	1,591.00
	927948136	100 AMP, CUTOUTS	03/01/2024	3,034.20
Total :				4,625.20
Total BORDER STATES INDUSTRIES INC (1420):				4,625.20
BRAGG PLUMBING AND HEATING INC (127760)				
	18445	CITY PARK REST ROOMS	03/02/2024	1,425.82
Total :				1,425.82
Total BRAGG PLUMBING AND HEATING INC (127760):				1,425.82
BRAZNEY, CHANDRA (133440)				
	14.2410.48	UTILITY DEPOSIT REFUND	02/29/2024	106.54
Total :				106.54
Total BRAZNEY, CHANDRA (133440):				106.54
BRUNTON, SARA (133441)				
	17.7676.19	UTILITY DEPOSIT REFUND	03/01/2024	15.43
Total :				15.43
Total BRUNTON, SARA (133441):				15.43
C & C WELDING INC (1690)				
	25915N	PATRIOT TREES	02/29/2024	105.00
Total :				105.00
Total C & C WELDING INC (1690):				105.00
CAMPBELL CONSTRUCTION (132936)				
CAMPBELL, CLINTON	1073	REPAIRS TO OFFICE DESKS	02/21/2024	820.00
Total :				820.00
Total CAMPBELL CONSTRUCTION (132936):				820.00
CARQUEST AUTO PARTS (10200)				
	2874-ID-486134	battery B36	01/09/2024	90.39
	2874-ID-486164	ALTERNATOR D08	01/09/2024	226.31
	2874-ID-487481	filters c03	02/13/2024	88.90
Total :				405.60

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CARQUEST AUTO PARTS (10200):				405.60
CLEVENGER, JOSHUA (133444)				
	10640	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/28/2024	53.28
	15676	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	03/02/2024	24.10
	162364509472	PARKS & REC DIRECTOR SEARCH - AIRFARE REIMBURSEMENT	02/28/2024	235.40
	1838628	PARKS & REC DIRECTOR SEARCH - AIRFARE REINBURSEMENT	02/28/2024	451.97
	2001	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	20.59
	91	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	41.32
Total :				826.66
Total CLEVENGER, JOSHUA (133444):				826.66
CODY ROTARY CLUB (2765)				
	2467	ROTARY DUES - RICK MANCHESTER	02/21/2024	68.29
	2467	ROTARY DUES - RICK MANCHESTER	02/21/2024	68.30
Total :				136.59
Total CODY ROTARY CLUB (2765):				136.59
COLORADO ELECTRIC EDUCATIONAL INSTITUTE (130752)				
	2124-12	LINE DESIGN SCHOOL	02/20/2024	1,400.00
Total :				1,400.00
Total COLORADO ELECTRIC EDUCATIONAL INSTITUTE (130752):				1,400.00
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	49606	Legal Services	03/01/2024	3,672.00
	49606	Legal Services	03/01/2024	447.85
	49606	Legal Services	03/01/2024	816.00
	49606	Legal Services	03/01/2024	816.00
	49606	Legal Services	03/01/2024	816.00
	49606	Legal Services	03/01/2024	816.00
	49606	Legal Services	03/01/2024	816.00
Total :				8,199.85
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				8,199.85
COURTNEY, JASON (133449)				
	6.0110.31	UTILITY DEPOSIT REFUND	03/08/2024	150.08
Total :				150.08
Total COURTNEY, JASON (133449):				150.08
CUSTOM GARAGE DOOR LLC (127015)				
	6030	GARAGE DOOR REPAIR	03/03/2024	225.00
Total :				225.00



Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CUSTOM GARAGE DOOR LLC (127015):				225.00
DEARBORN LIFE INSURANCE COMPANY (131563)				
	02092024	Premium MARCH 2024	02/09/2024	393.36
Total :				393.36
Total DEARBORN LIFE INSURANCE COMPANY (131563):				393.36
DENNY MENHOLT CHEVROLET (131108)				
	7222	3/4 Ton Crew Cab 4X4 Cab and Chassis	02/27/2024	48,703.00
Total :				48,703.00
Total DENNY MENHOLT CHEVROLET (131108):				48,703.00
ENERGY LABORATORIES INC (4120)				
DEPARTMENT 6250	611149	COLIFORM TESTING	02/08/2024	165.00
DEPARTMENT 6250	611150	COLIFORM TESTING	02/08/2024	165.00
Total :				330.00
Total ENERGY LABORATORIES INC (4120):				330.00
ENGINEERING ASSOCIATES (4140)				
	4402048	PROJECT 14111-04 WWTF PHASE 2	02/21/2024	725.04
	4402049	SURVEY TASK ORDER #1 - TREE STREET WATERLINE REPLACEMENT	02/21/2024	14,401.58
Total :				15,126.62
Total ENGINEERING ASSOCIATES (4140):				15,126.62
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	4728	MOPS AND BUCKETS	02/20/2024	126.73
BIG HORN FOOD SERVICES	4728	MOPS AND BUCKETS	02/20/2024	126.73
BIG HORN FOOD SERVICES	4875	RESTROOM SUPPLIES	03/07/2024	654.18
Total :				907.64
Total ENNIST III, ROBERT F (131798):				907.64
EVANS, ALLISON (133308)				
	3052024	RESTITUTION CASE MC-2306-012	03/05/2024	35.00
Total :				35.00
Total EVANS, ALLISON (133308):				35.00
FERGUSON WATERWORKS (127653)				
	1432250-3	FIVE 1.5" MEASURING CHAMBERS	02/17/2024	4,892.30
Total :				4,892.30
Total FERGUSON WATERWORKS (127653):				4,892.30
FINLAYSON, KATHLEEN (133447)				
	1010	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	5.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	1838628	PARKS & REC DIRECTOR SEARCH - AIRFARE REIMBURSEMENT	02/28/2024	949.00
	3668	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/28/2024	22.87
	540368/1	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	15.08
	95725-01	PARKS & REC DIRECTOR SEARCH - CAR RENTAL REIMBURSEMENT	02/28/2024	450.33
Total :				1,443.03
Total FINLAYSON, KATHLEEN (133447):				1,443.03
<b>FIRE PROTECTION SERVICE CORPORATION (133049)</b>				
MOUNTAIN ALARM SECURITY	4354868	REPAIR ALARM WIRES	02/14/2024	422.50
Total :				422.50
Total FIRE PROTECTION SERVICE CORPORATION (133049):				422.50
<b>FLOYD'S TRUCK CENTER (132528)</b>				
	X302066169:01 A	D01 DEF DOZER	01/24/2024	1,458.90
Total :				1,458.90
Total FLOYD'S TRUCK CENTER (132528):				1,458.90
<b>FRANCK, STEVEN (133111)</b>				
OFF GRID INSPECTIONS	17	ELECTRICAL INSPECTION SERVICES FEBRUARY 2024	03/01/2024	1,555.00
Total :				1,555.00
Total FRANCK, STEVEN (133111):				1,555.00
<b>FRANDSON SAFETY INC (130638)</b>				
	100992	CHLORINE MONITOR INSPECTION	02/09/2024	147.00
Total :				147.00
Total FRANDSON SAFETY INC (130638):				147.00
<b>GEM FITNESS INC (127727)</b>				
BETTER BODY FITNESS	19189	FITNESS EQUIPMENT MAINTENANCE	02/21/2024	756.11
Total :				756.11
Total GEM FITNESS INC (127727):				756.11
<b>GLOBE LIFE INC (133159)</b>				
	106442	premiums	03/08/2024	383.80
Total :				383.80
Total GLOBE LIFE INC (133159):				383.80
<b>HDR ENGINEERING INC (133080)</b>				
	1200598788	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	02/22/2024	3,350.15
	1200598788	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	02/22/2024	3,559.56
	1200598788	AMENDMENT NO. 1 - PUBLIC WORKS SHOP		

Secondary Name	Invoice	Description	Invoice Date	Total Cost
		ASSESSMENT	02/22/2024	3,559.56
	1200600231	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	02/29/2024	3,015.49
	1200600231	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	02/29/2024	3,203.98
	1200600231	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	02/29/2024	3,203.98
	1200600232	PW SHOP NORTH LIFT STATION ASSESSMENT	02/29/2024	6,195.62
Total :				26,088.34
Total HDR ENGINEERING INC (133080):				26,088.34
HEBERT, JOSHUA (133446)				
	4.2250.45	UTILITY DEPOSIT REFUND	03/06/2024	19.39
Total :				19.39
Total HEBERT, JOSHUA (133446):				19.39
INDUSTRIAL COMM. & ELECTRONICS (127115)				
	24784	RADIO	02/23/2024	625.00
Total :				625.00
Total INDUSTRIAL COMM. & ELECTRONICS (127115):				625.00
J & S CORPORATION (1160)				
BIG HORN GLASS	41950	REPLACE DOOR HINGE ON FRONT EXTERIOR DOOR	02/28/2024	1,181.02
Total :				1,181.02
Total J & S CORPORATION (1160):				1,181.02
KELLY, GENE (132885)				
D&G ELECTRIC LLC	4491	CITY PARK RESTROOMS	02/29/2024	3,695.00
Total :				3,695.00
Total KELLY, GENE (132885):				3,695.00
KEYES, DANNY L (133443)				
	1002	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	03/02/2024	8.32
	10274378	PARKS & REC DIRECTOR SEARCH - AIRPORT PARKING FEE REIMBURSEMENT	03/02/2024	40.00
	10307695704	PARKS & REC DIRECTOR SEARCH - ADDITIONAL LUGGAGE REIMBURSEMENT	02/28/2024	35.00
	10606	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/28/2024	14.82
	2013-2	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	03/01/2024	22.62
	43	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	15.07
	540336/1-72-13	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	03/01/2024	22.88
	5403361/1-92-378	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/29/2024	19.76
	DT-375	PARKS & REC DIRECTOR SEARCH - MEAL REIMBURSEMENT	02/28/2024	15.23
	G8HC20	PARKS & REC DIRECTOR SEARCH - AIRFARE/CAR RENTAL REIMBURSEMENT	02/28/2024	927.86

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,121.56
Total KEYES, DANNY L (133443):				1,121.56
KINCHELOE PLUMBING AND HEATING (5750)				
	157410	PLUMBING REPAIRS TO MAIN STREET RESTROOMS	02/07/2024	1,495.18
	157434	PLUMBING REPAIRS TO MAIN STREET RESTROOMS	02/19/2024	997.13
Total :				2,492.31
Total KINCHELOE PLUMBING AND HEATING (5750):				2,492.31
KOIS BROTHERS EQUIPMENT (5830)				
	131125	PLOW BLADE GUARDS	02/23/2024	746.51
Total :				746.51
Total KOIS BROTHERS EQUIPMENT (5830):				746.51
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	022024	CUSTODIAL SERVICES	02/29/2024	1,369.32
DBA NO SPOT LEFT BEHIND	022024	CUSTODIAL SERVICES	02/29/2024	1,369.32
DBA NO SPOT LEFT BEHIND	022024	CUSTODIAL SERVICES	02/29/2024	1,369.32
DBA NO SPOT LEFT BEHIND	322	CLEANING SERVICES PUBLIC WORKS SHOP	02/26/2024	196.00
DBA NO SPOT LEFT BEHIND	322	CLEANING SERVICES PUBLIC WORKS SHOP	02/26/2024	196.00
DBA NO SPOT LEFT BEHIND	322	CLEANING SERVICES PUBLIC WORKS SHOP	02/26/2024	196.00
DBA NO SPOT LEFT BEHIND	322	CLEANING SERVICES PUBLIC WORKS SHOP	02/26/2024	196.00
Total :				4,891.96
Total LABAN HARVEST LLC (133169):				4,891.96
LARGENT, LORI (133407)				
	3052024	RESTITUTION FROM MC-2311-002	03/05/2024	100.00
Total :				100.00
Total LARGENT, LORI (133407):				100.00
MERCHANT JT&S (123069)				
	7955	APPRENTICE TRAINING	03/05/2024	1,650.00
Total :				1,650.00
Total MERCHANT JT&S (123069):				1,650.00
MINER, AMANDA (133448)				
	3052024	RESTITUTION MC-2310-052	03/05/2024	3,826.20
Total :				3,826.20
Total MINER, AMANDA (133448):				3,826.20
MOBILE MOUNTING SOLUTIONS INC (133425)				
	230870	MOUNTS FOR MDTs	02/06/2024	604.78
	231238	MOUNTS FOR MDTs	02/06/2024	1,315.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,920.53
Total MOBILE MOUNTING SOLUTIONS INC (133425):				1,920.53
<b>NCPERS GROUP LIFE INS (125412)</b>				
C/O MEMBER BENEFITS	3824	PREMIUM	03/08/2024	384.00
Total :				384.00
Total NCPERS GROUP LIFE INS (125412):				384.00
<b>NORCO INC (128948)</b>				
	40067736	BOTTLE RENTAL	02/29/2024	40.02
Total :				40.02
Total NORCO INC (128948):				40.02
<b>NORTHWEST PIPE (7400)</b>				
	783659	CHECK VALVE FOR NORTH TOWER	03/04/2024	677.50
Total :				677.50
Total NORTHWEST PIPE (7400):				677.50
<b>ONE-CALL OF WYOMING (127665)</b>				
	70503	ONE - CALL FEES	03/07/2024	17.25
	70503	ONE - CALL FEES	03/07/2024	17.25
	70503	ONE - CALL FEES	03/07/2024	17.25
	70503	ONE - CALL FEES	03/07/2024	17.25
Total :				69.00
Total ONE-CALL OF WYOMING (127665):				69.00
<b>PARK COUNTY (7670)</b>				
	9218	LEC CONTRACT - DISPATCH LABOR COSTS	03/01/2024	4,510.05
	9218	LEC CONTRACT - DISPATCH LABOR COSTS	03/01/2024	751.68
	9218	LEC CONTRACT - DISPATCH LABOR COSTS	03/01/2024	19,794.12
	9218	LEC CONTRACT - TECHNOLOGY SERVICES	03/01/2024	3,250.00
	9218	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	03/01/2024	854.60
	9218	LEC CONTRACT - INSIDE MAINTENANCE LABOR	03/01/2024	2,062.43
	9218	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	03/01/2024	208.33-
	9218	LEC CONTRACT - BUILDING INSURANCE COSTS	03/01/2024	398.92
	9218	LEC CONTRACT - UTILITIES	03/01/2024	1,600.78
Total :				33,014.25
Total PARK COUNTY (7670):				33,014.25
<b>PARK COUNTY LANDFILL (129053)</b>				
	2292024	BULK ITEM DISPOSAL FEES - FEB 2024	02/29/2024	122.20
	2292024	LANDFILL CHARGES - FEB 2024	02/29/2024	41,802.75
Total :				41,924.95

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total PARK COUNTY LANDFILL (129053):				41,924.95
PARK COUNTY SHERIFF (7740)				
	2292024	INCARCERATION - FEBRUARY 2024	02/29/2024	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00
PAVEMENT MAINTENANCE INC (7825)				
	24-06	CRACK SEAL BECK LAKE	03/03/2024	6,400.00
Total :				6,400.00
Total PAVEMENT MAINTENANCE INC (7825):				6,400.00
PRINT INC (8090)				
POWELL TRIBUNE	2292024	ADVERTISING - LIFE GUARD	02/29/2024	144.00
POWELL TRIBUNE	2292024	ADVERTISING - SOLID WASTE	02/29/2024	288.00
POWELL TRIBUNE	2292024	ADVERTISING - HEO	02/29/2024	240.00
POWELL TRIBUNE	2292024	ADVERTISING - LEAD KOM	02/29/2024	192.00
Total :				864.00
Total PRINT INC (8090):				864.00
PROVIDENT LIFE & ACCIDENT INS (128033)				
	3824	PREMIUMS	03/08/2024	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
RANDOLPH, KAREN SUE (133414)				
	30724	WITNESS FEES MC-2310-002	03/07/2024	15.00
Total :				15.00
Total RANDOLPH, KAREN SUE (133414):				15.00
ROBERTSON, LESLIE (130816)				
	3052024	RESTITUTION FROM MC-2208-010	03/05/2024	100.00
Total :				100.00
Total ROBERTSON, LESLIE (130816):				100.00
SABER PEST CONTROLL LLC (131183)				
	AUD185	PEST CONTROL - AUDITORIUM	03/04/2024	100.00
	CH185	PEST CONTROL - CITY HALL	03/04/2024	70.00
	E172	PEST CONTROL - ELECTRIC	03/01/2024	100.00
	P184	PEST CONTROL - PUBLIC WORKS SH	03/04/2024	60.00
	P184	PEST CONTROL - PUBLIC WORKS SH	03/04/2024	30.00
	P184	PEST CONTROL - PUBLIC WORKS SH	03/04/2024	30.00
	PR110	PEST CONTROL - PARKS SHOP	03/04/2024	80.00
	R183	PEST CONTROL - RECYCLING/SANITATION	03/06/2024	70.00
	REC185	PEST CONTROL - REC CENTER	03/04/2024	105.00
	REC185	PEST CONTROL - REC CENTER	03/04/2024	105.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	W183	PEST CONTROL - WASTEWATER DEPT	03/06/2024	100.00
Total :				850.00
Total SABER PEST CONTROLL LLC (131183):				850.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	3012024	SMP WATER PURCHASE - FEBRUARY 2024	03/01/2024	111,054.72
Total :				111,054.72
Total SHOSHONE MUNICIPAL PIPELINE (9130):				111,054.72
STATE OF WYOMING - LIEAP (9580)				
	03012024	REFUND LIEAP AMOUNT PAID IN ERROR	03/01/2024	29.64
Total :				29.64
Total STATE OF WYOMING - LIEAP (9580):				29.64
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	15.19
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	96.23
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	86.10
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	86.10
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	111.43
ADVANCED INFO SYSTEMS	16365	OUTSOURCE BILLS	02/05/2024	111.43
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	12.12
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	76.74
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	68.67
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	68.67
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	88.86
ADVANCED INFO SYSTEMS	16392	OUTSOURCE BILLS	02/28/2024	88.86
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	6.51
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	41.24
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	36.90
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	36.90
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	47.75
ADVANCED INFO SYSTEMS	16399	OUTSOURCE BILLS	03/08/2024	47.74
Total :				1,127.44
Total SYSTEMS GRAPHICS INC (129162):				1,127.44
THOMSON REUTERS - WEST (128108)				
	849820199	CLEAR INVESTIGATIONS MONTHLY PAYMENT	03/01/2024	188.92
Total :				188.92
Total THOMSON REUTERS - WEST (128108):				188.92
UNUM LIFE INSURANCE - LIFE (127935)				
	3824	PREMIUM	03/08/2024	983.87
Total :				983.87
Total UNUM LIFE INSURANCE - LIFE (127935):				983.87

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>VANNOY, GENNA (133439)</b>				
	15.1325.14	UTILITY DEPOSIT REFUND	02/28/2024	54.42
Total :				54.42
Total VANNOY, GENNA (133439):				54.42
<b>VAUGHN, KENDAL (133442)</b>				
	17.3697.18	UTILITY DEPOSIT REFUND	03/04/2024	143.63
Total :				143.63
Total VAUGHN, KENDAL (133442):				143.63
<b>WATTS HYDRAULICS ACQUISITION CORP (133445)</b>				
DBA HOTSY OF WYOMING	7178479	HOTSY REPAIRS	02/27/2024	505.50
Total :				505.50
Total WATTS HYDRAULICS ACQUISITION CORP (133445):				505.50
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	6108825	PM9 SWITCH	02/29/2024	22,003.64
Total :				22,003.64
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				22,003.64
<b>WILLIAMS PORTER DAY &amp; NEVILLE PC (133370)</b>				
	8552	LEGAL SERVICES - CITY OF CODY VS. LDS	02/21/2024	2,524.00
Total :				2,524.00
Total WILLIAMS PORTER DAY & NEVILLE PC (133370):				2,524.00
<b>WYOMING CHILD SUPPORT (132047)</b>				
	382024	Garnishment Remittance # 227551	03/08/2024	439.04
Total :				439.04
Total WYOMING CHILD SUPPORT (132047):				439.04
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	3824	CONTRIBUTIONS	03/08/2024	10,926.01
WORKERS COMPENSATION DIV	3824	VOLUNTEERS PD	03/08/2024	22.46
WORKERS COMPENSATION DIV	3824	VOLUNTEERS REC	03/08/2024	174.10
Total :				11,122.57
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				11,122.57
<b>WYOMING HEALTH FAIRS (131158)</b>				
	B0049745	WELLNESS BLOOD DRAW	03/05/2024	50.00
	B0049745	WELLNESS BLOOD DRAW	03/05/2024	100.00
Total :				150.00



Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING HEALTH FAIRS (131158):				150.00
WYOMING MUNICIPAL POWER AGENCY (10920)				
	202402-1	POWER PURCHASE - FEBRUARY 2024	03/10/2024	290,722.80
	202402-1	DEMAND PURCHASE COINCIDENT PEAK - FEBRUARY 2024	03/10/2024	330,121.61
	202402-1	DEMAND PURCHASE NON-COINCIDENT PEAK - FEBRUARY 2024	03/10/2024	38,600.90
Total :				659,445.31
Total WYOMING MUNICIPAL POWER AGENCY (10920):				659,445.31
WYOMING PEACE OFFICERS ASSOC (127646)				
	2023	2023 ANNUAL MEMBERSHIP DUES - 26 OFFICERS	12/14/2023	260.00
Total :				260.00
Total WYOMING PEACE OFFICERS ASSOC (127646):				260.00
Grand Totals:				1,252,614.57
Payroll 03/10/2024				298,313.93
TOTAL				1,550,928.50



## City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

\*\*\*\*\*

Name of person to appear before the Council Shirley Bentley

Organization Represented Cody Farmers Market

Date you wish to appear before the Council March 19, 2024

Email Address truegrace.eph2@gmail.com Telephone 307 645-3229

Names of all individuals who will speak on this topic Shirley Bentley

Event Title (if applicable) Cody Farmers Market

Date(s) of Event (if applicable) May - September 2024, on Saturdays

Location of Event (if applicable) Bob Moore Parking Lot & east to driveway

**Full description** of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) The Cody Farmers Market would like to use the Bob Moore Parking Lot and the southwest driveway area to hold our weekly Farmers markets, as we did last year. We request use on Saturdays from 7:30 am to 12:30 pm May through September. Thank you very much!

Which City employee(s) have you spoken to about this issue? Cindy Baker

Signature Shirley Bentley Date February 26, 2024



City of Cody  
Vendor Application

READ GENERAL INFORMATION PRIOR TO COMPLETING

License Period: 5-1-24 to 9-30-24 Wyoming State Sales Tax # 83-2334867

Name of Business: Cody Farmers Market

Mailing Address of Business: 93 Canyon Rd. Clark, Wy. 82435

Phone No. of Applicant: 307 645-3229 Cell Phone No. N/A

Contact Name for Applicant: Shirley Bentley

Type of Business/Product: produce, honey, beef, baked goods, flour, crafts  
for sale at our farmers market.

Address(es)/location(s) where business will be conducted – List All Applicable locations

Bob Moore parking lot 13th & Beck including the southwest driveway area.

Dates Business will be conducted in City limits: May 4, 2024 - Sept. 28, 2024 on Saturdays

Please list the names, contact information of all individuals conducting business under the above business name:  
(attach additional sheets if necessary)

Name	EMAIL	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list vehicle descriptions and license plate numbers of all vehicles operating under this license:  
(attach additional sheets if necessary)

Vehicle Description (year, make, model)	License Plate Number	State
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a location map showing where the business vehicle(s) structures, and any signs will be placed on each property location listed above.

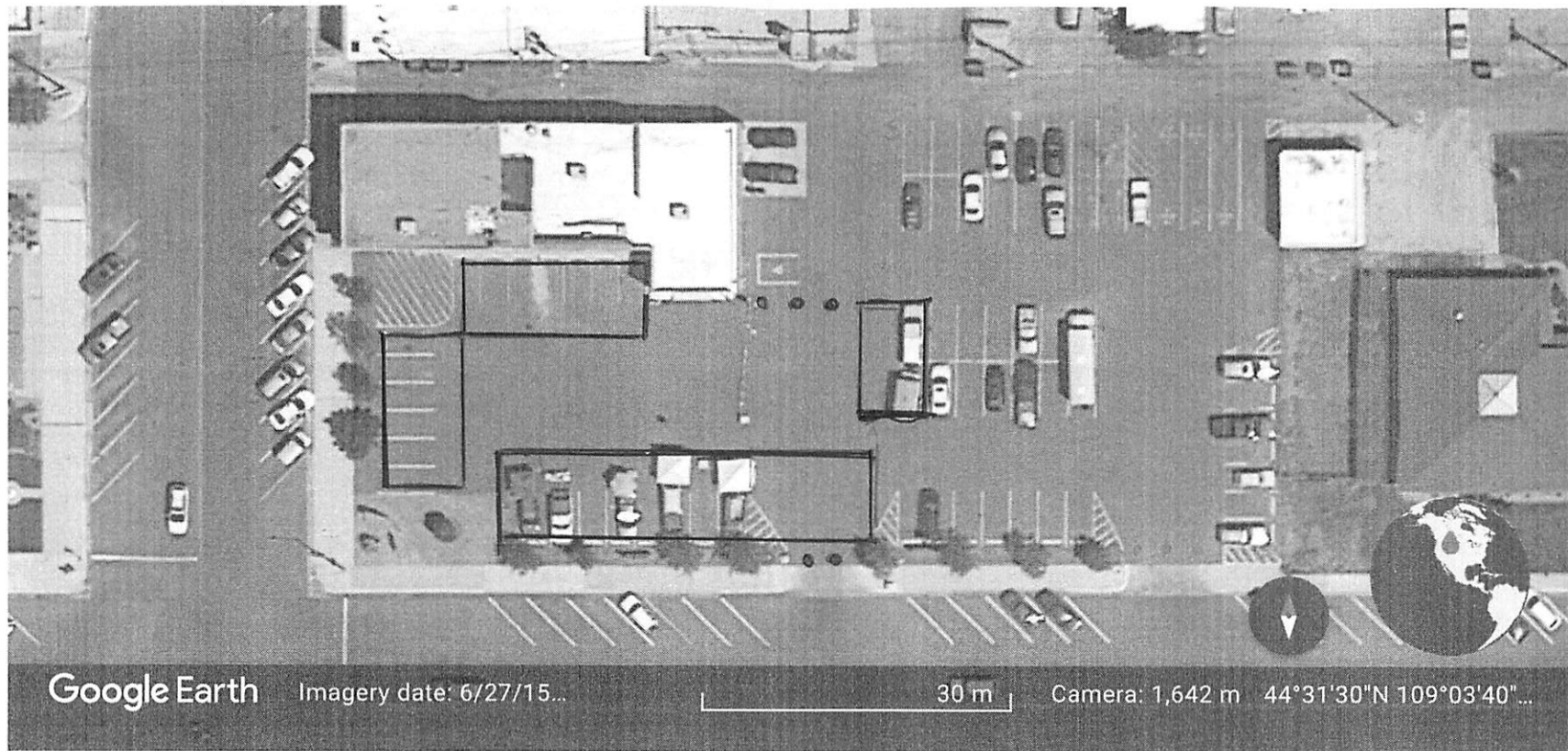
Shirley Bentley  
Signature of Applicant

Feb. 26, 2024  
Date

\*A copy of this application will be faxed to the State of Wyoming  
Department of Revenue for sales tax compliance verification (307) 754-2686.

For City Use Only

License Fee \$	_____
Date Paid	_____
License No	_____
CDD Approved	_____



Each rectangle represents vendors and their vehicles. We would like to extend the southern vendor area to include the driveway and add 3 vendors there and 2 more in the eastern rectangle. The vendors could drive into the market area from the north. Customers could walk into the market from the north or from an opening to the east. The southeast driveway and northern driveway would remain open.



WS1693

**CERTIFICATE OF INSURANCE**

9/18/23

THE MOUNTAIN WEST FARM BUREAU MUTUAL INSURANCE COMPANY - 931 BOULDER DRIVE - LARAMIE WYOMING 82070 - ISSUES THIS CERTIFICATE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE INSURANCE AFFORDED IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICIES. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**INSURED NAME AND ADDRESS:**



CODY FARMERS MARKET  
93 CANYON RD  
POWELL WY 82435-8128

POLICY NUMBER 90014289 EFFECTIVE DATE 11/07/23 EXPIRATION DATE 11/07/24  
AGENT 211 JEANNA KENNEDY 307 587-9669

TYPE OF INSURANCE	LIMITS OF LIABILITY
<b>GENERAL LIABILITY OCCURRENCE BASIS</b>	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	NOT APPLICABLE
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT	\$50,000 ANY ONE FIRE
HIRED AUTOS	NOT COVERED
NON-OWNERSHIP	NOT COVERED
<b>AUTOMOBILE LIABILITY</b>	
AUTOS	NOT COVERED
<b>GARAGE LIABILITY</b>	
GARAGE KEEPERS	NOT COVERED
<b>EXCESS LIABILITY</b>	
UMBRELLA FORM	
POLICY NUMBER _____	COMBINED SINGLE LIMIT

**GENERAL INFORMATION**

HAS SUBROGATION BEEN WAIVED? YES \_\_\_ NO X  
ADDITIONAL NAMED INSURED -

WE WILL GIVE THE CERTIFICATE HOLDER 30 DAYS NOTICE IF THE POLICY IS CANCELED BY US OR IF WE MATERIALLY CHANGE COVERAGE DURING THE TERM OF THIS POLICY.

**CERTIFICATE ISSUED TO:**

CITY OF CODY  
PO BOX 2200  
CODY WY 82414-2200

AUTHORIZED SIGNATURE

9/18/23  
DATE ISSUED

MEETING DATE: MARCH 19TH, 2024  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: MIKE FINK  
PRESENTED BY: MIKE FINK

## **Software Management Contract for Parks, Recreation and Public Facilities**

### **ACTION TO BE TAKEN**

Authorize the Mayor to sign a contract with PERFECTMIND INC. dba Xplor Recreation for professional services pertaining to a new software platform for Recreation management.

### **SUMMARY OF INFORMATION**

Since 2020 the Paul Stock Aquatic and Recreation Center has been using CivicRec as their software management system for memberships, reservations, point of sale and patron check ins. Over the years we have noticed that many issues or requests to our software provider were met with either a “no, we can’t do that” or “we will refer you to tier two” and then we don’t hear back from them.

Features Xplorer Rec has that CivicRec didn't have or are superior to CivicRec)

- Mobile App
- Staff Scheduling/Time Clocks
- Punch Card System for kids programming/fitness punch cards
- Notification system for Closures/updates
- Direct contact with Account holder via text/app/email
- 24/7 Customer service
- Card Expiration reminders
- More information at Check In
- Cleaner POS system
- More user friendly
- Pool/Swim Lesson achievements/notes
- Check in Ability with phones
- Check in & Out for KOM camps
- Ticklers – These are put into the computer under the patrons name if something needs attention in the account i.e. (past due balance, need a new address, cc expires, we need a signature etc.), the check-in screen that the staff can see will state exactly what needs to be done/updated.

The ticklers can be public (for account holders to see) or private (for staff only).

The current subscription with Civic Rec will renew on July 1, 2024 and we are required to give a 60 day cancelation notice. In order for us to be ready for a “go live” date of July 1, 2024 and avoid paying for an additional year of CivicRec, the City will need to begin the software implementation prior to the end of March.

## **FISCAL IMPACT**

### **Implementation**

Upon signing the contract (First year only) \$10,000

### **Platform**

Platform use fee schedule for Year One:

First Payment- \$3,900 upon signing the contract

Second Payment- \$3,900 July 1<sup>st</sup>, 2024

Year Two (from July 1, 2025 to June 30, 2026): \$7,800

### **Mobile App**

Mobil App use fee schedule for Year One:

First Payment - \$3,000 upon signing the contract

Second Payment - \$3,000 July 1<sup>st</sup>, 2024

Year Two (from July 1, 2025 to June 30, 2026): \$6,000

Yearly charge for Xplor Recreation and mobile app - \$13,800

Current yearly charge for Civic Rec - \$26,121

**Yearly savings - \$12,321**

**Total Budget Amendment for FY 23-24: \$16,900**

Shoshone Recreation District has provided funding in the amount of \$7,600 a year since 2020 for the CivicRec program. We plan to ask SRD to continue their funding support in FY25 for half of the annual Xplor Recreation subscription and half of the implementation cost in the amount of \$11,900.

## **ALTERNATIVES**

1. Enter into the contract with Xplor Recreation.
2. Deny the contract.

## **ATTACHMENTS**

Xplor Recreation proposal and contract.

## **AGENDA & SUMMARY REPORT TO**

Barry Cook – City Administrator for the City of Cody

Mike Fink, Public Facilities, Aquatics and Recreation Superintendent

Leslie Brumage Chief Finance Officer for City of Cody

**SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**PERFECTMIND INC.**

**AND**

**CITY OF CODY, WY**

**DATED: MARCH 19, 2024**

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**Exhibits:**

- Exhibit A – Platform Use Fees
- Exhibit B – Statement of Work
- Exhibit C – PerfectMind Rates for Professional Services
- Exhibit D – Service Levels
- Exhibit E – Platform Features and Functionalities



## **SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is dated March 19, 2024

### **BY AND BETWEEN:**

**PerfectMind Inc.**

(**“PerfectMind”**), a British Columbia corporation having an office at:

504-4190 Lougheed Highway  
Burnaby, British Columbia  
V5C 6A8

**AND**

City of Cody, WY

(**“Customer”**), a Wyoming corporation having an office at:

1338 Rumsey Avenue  
Cody, Wyoming  
82414

**WHEREAS** PerfectMind wishes to license to Customer, and Customer wishes to use and license from PerfectMind, the Platform (as defined herein) on the terms and conditions set out in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **PART 1—DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.** In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

- (a) **“Account”** has the meaning set out in §5.6;
- (b) **“Account-holder”** means an individual designated by Customer to whom an Account is issued;
- (c) **“Applicable Laws”** means all applicable laws and regulations, including all applicable local, provincial, state, national and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies;
- (d) **“Claims”** means liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred in connection therewith;
- (e) **“Confidential Information”** has the meaning set out in §8.1;
- (f) **“Content”** means all materials and content, including designs, editorials, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work, and

**“Customer Content”** is Content entered, uploaded or inputted into the Platform by or on behalf of Customer;

(g) **“Customer Data”** means information, materials, or data, including Customer Content, entered, uploaded or inputted into the Platform by or on behalf of Customer;

(h) **“Enhancement”** means enhancements, developments, modifications, updates, additions and improvements made to the Platform, other than New Features and Functions;

(i) **“Force Majeure”** means circumstances beyond a party’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or Internet service provider failures or delays, or hosting service provider failures or delays;

(j) **“Intellectual Property Rights”** means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(k) **“New Features and Functions”** means any update, revision, new version, new module or upgrade of the Platform made available by PerfectMind from time to time (i) that adds new functions or features to the Platform and (ii) for which PerfectMind charges a fee to its customers in order to obtain same;

(l) **“PerfectMind Privacy Policy”** means PerfectMind’s privacy policy made available at <https://www.xplortechnologies.com/us/privacy-notice> as amended from time to time;

(m) **“PerfectMind Technology”** means (i) any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, templates, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, PerfectMind; and (ii) the Work Product;

(n) **“Permitted Purpose”** means managing and operating Customer’s facilities located in the City of Cody, WY, including customer relationship management, facility bookings, membership sales, point of sale transaction processing and scheduling;

(o) **“Platform”** means the software and supporting hardware platform known as “PerfectMind” that is owned and operated by PerfectMind, and that will be made available to Customer as a service under this Agreement via a designated website or websites as may be designated by PerfectMind, from time to time, together with the related documentation, Content (other than Customer Content and Customer Data) and end user materials delivered therewith;

- (p) “**Professional Services**” has the meaning set out in §3.1;
- (q) “**Statement of Work**” has the meaning set out in §3.1;
- (r) “**Term**” has the meaning set out in §7.1; and
- (s) “**Work Product**” means all improvements, enhancements and derivatives thereto developed by PerfectMind for the purposes of providing the Professional Services under this Agreement or otherwise and any and all other work products developed by PerfectMind for the purposes of providing the Professional Services under this Agreement.

**1.2 Interpretation.** In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as “without limitation” or “but not limited to”) and the word “**or**”, when connecting two or more matters, will not imply an exclusive relationship between the matters, (c) a reference to a “**person**” or “**entity**” means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (d) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (e) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, and (f) in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Exhibits hereto, the terms of the Exhibits hereto will prevail to the extent necessary to resolve such conflict or inconsistency.

## **PART 2—LICENSE**

**2.1 License.** PerfectMind grants to Customer a non-exclusive, non-transferable, right and limited license, only during the Term, to access and use the Platform for the Permitted Purposes only. All rights not expressly granted to Customer are reserved by PerfectMind and, if applicable, its licensors.

**2.2 Complete Software; Enhancements.** Upon completion of the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B, the Platform with the features and functionalities described in Exhibit E attached to this Agreement will be configured and made available to Customer for access and use by Account-holders. Customer agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by PerfectMind. PerfectMind may, from time to time and at its sole discretion, update the Platform (including the underlying server software or hardware) or otherwise offer Enhancements, which Enhancements will form part of the Platform being licensed and provided hereunder without further payment by Customer. PerfectMind will use commercially reasonable efforts to (a) ensure that such Enhancements are compatible with and will not adversely affect or reduce the functionality, performance, availability and accessibility of the Platform, and (b) to the

extent that such Enhancements do so adversely affect the Platform and Customer notifies PerfectMind of same, restore or reinstate the Platform or parts of it causing the adverse effects to its or their status prior to the Enhancement, as soon as may be reasonable and practicable in the circumstances. Notwithstanding any Enhancements or other changes to the Platform, PerfectMind will maintain the functionality of the Platform so it is always materially equal to or better than the functionality of the Platform as of the date that Customer first commences using the Platform.

**2.3 New Features and Functions.** PerfectMind may, from time to time and in its sole discretion, develop and offer New Features and Functions that will not form part of the Platform licensed hereunder and may be provided and licensed separately to Customer for an additional fee. For clarity, in no event will PerfectMind be obligated to provide any New Features and Functions free of charge.

## **PART 3—PROFESSIONAL SERVICES**

**3.1 Professional Services.** Customer may, from time to time, request PerfectMind to provide customization and deployment services and other related professional services in relation to Customer's use of the Platform (the "**Professional Services**") and PerfectMind may, in its discretion, agree to provide the Professional Services. Upon agreement on the particulars of the Professional Services, including the fees payable by Customer to PerfectMind for the Professional Services, such particulars shall be included in a statement of work (a "**Statement of Work**"), which shall be signed by PerfectMind and Customer, and which shall form a schedule to and be incorporated into and form part of this Agreement. To the extent that there is any inconsistency between any provision in any Statement of Work and the rest of this Agreement, the terms of such Statement of Work will prevail. Each Statement of Work may contain, unless the parties agree otherwise, a description of the work to be conducted, the functional requirements and technical specifications applicable to the work, the work schedule and milestones, the deliverables and delivery schedule, acceptance criteria, and such other information and additional terms and conditions as the parties may mutually agree upon. As of the date of this Agreement, PerfectMind and Customer have agreed upon the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B.

**3.2 Change Orders.** Customer may, from time to time, request changes to the scope of the Professional Services described in a Statement of Work. In response to any such request from Customer, PerfectMind shall determine the feasibility of providing such changes and shall estimate the increase in the total fees payable for providing such changes to the Professional Services. Following receipt of PerfectMind's response to Customer's request, the parties shall negotiate an amended Statement of Work which sets out the changes to the Professional Services and the additional fees payable in respect thereof.

**3.3 Customer's Responsibilities.** The work functions and tasks relating to the Professional Services for which Customer or a third party shall be responsible shall be described in the Statement of Work. Customer agrees to perform and cause the third party to perform such work functions and tasks in a timely fashion. Customer agrees to provide or make available and cause any third party identified in the Statement of Work as being responsible for any function or task in any way related to the Professional Services to provide or make available all information

reasonably requested by PerfectMind to perform the Professional Services. PerfectMind will not be liable for loss or damage arising from reliance on any such information.

**3.4 Project Teams.** Each party will be solely responsible for staffing its project team for the performance of the Professional Services by PerfectMind and relating work functions and tasks by Customer as described in a Statement of Work. Each member of a project team will possess skills and knowledge appropriate to the work functions to be performed by that team member. Either party may, by way of replacement or addition, make changes to the personnel assigned to its project team, provided that each replacement team member shall possess skills and knowledge at least equivalent to the project-related skills and knowledge of the team member being replaced. Each party shall appoint a project manager in respect of its project team. The project managers shall be available for weekly meetings to review the progress of the Professional Services.

**3.5 Use of Customer's Facilities.** For Professional Services to be performed at the Customer premises, Customer will provide all work space, facilities and support that are reasonably requested by PerfectMind to perform such Professional Services, including without limitation, secretarial support, telephone, and computer facilities.

**3.6 No Liability for Others' Failure to Perform.** Customer agrees and acknowledges that PerfectMind's performance of the Professional Services will be conditional upon, and subject to, Customer's performance of its obligations hereunder and the performance by any third party identified in the Statement of Work of its functions and task to the extent that such functions and task relate to the Professional Services, and that PerfectMind will not be liable or responsible, in any manner or to any extent, for any failure of PerfectMind to perform all, or any part of, the Professional Services to the extent that any such failure is caused by a failure of Customer to perform its obligations or the third party to perform its functions and tasks.

**3.7 Third Party Hardware/Software.** Customer will be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used in connection with the Professional Services, unless (and only to the extent) otherwise expressly agreed in this Agreement. Except as expressly provided in this Agreement, Customer and/or the third party vendors of the software packages selected for use by Customer will be responsible for the installation, acceptance and performance of the selected software packages.

**3.8 Third Party Products.** Where the Professional Services to be provided by PerfectMind involve the acquisition by Customer of products of third parties, PerfectMind will not be responsible for delays in the delivery of such products by third parties or for such product's faulty quality, defective performance, or failure to perform in accordance with published specifications or accepted standards. PerfectMind will transfer to Customer any transferable warranties provided to PerfectMind by third parties. PerfectMind makes no independent representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

**3.9 Use of Subcontractors.** Customer acknowledges that PerfectMind may engage agents and subcontractors to perform any of the Professional Services described in a Statement of Work. PerfectMind shall be responsible for the fulfilment of its obligations hereunder, notwithstanding the performance of any of its obligations by its agents and subcontractors.

**3.10 No Recruitment.** Customer agrees that during the term of this Agreement, and for a period of one (1) year thereafter, it will not, without the prior written consent of PerfectMind, hire, retain or engage, or make an offer in respect of same to, any employee, independent contractor or consultant of PerfectMind.

## **PART 4—FEES AND PAYMENTS**

**4.1 Platform Use Fees.** Customer will pay all fees and charges in connection with the use of the Platform in accordance with Exhibit A, which forms an integral part hereof and is incorporated herein by reference.

**4.2 Platform Use Billing.** The fees payable by Customer for use of the Platform in each twelve (12) month period is payable in advance at the beginning of such period. PerfectMind will invoice Customer for such fees at the beginning of each 12 month period, and Customer will pay each invoice within forty-five (45) days after the date of the invoice; All amounts due by Customer hereunder will be paid, unless otherwise expressly set out herein, without any deduction, adjustment or set-off whatsoever.

**4.3 Taxes.** Fees for use of the Platform do not include any taxes, and Customer agrees to pay all applicable sales, use, value-added and other taxes or similar nature based on or due as a result of any amounts paid to PerfectMind under this Agreement.

**4.4 Late Payments.** If PerfectMind does not receive payment in full of an invoice within 30 days after the date of such invoice and Customer fails to make full payment within ten (10) days after written notice of the non-payment is given by PerfectMind, Customer will be deemed to be in default. Customer will pay any and all collection costs incurred by PerfectMind in collection of outstanding debts. In addition to any other rights granted to PerfectMind herein and available to PerfectMind at law or in equity, PerfectMind reserves the right to suspend the Accounts and Customer's right to use and access to the Platform if Customer is in default with respect to its payment obligations. PerfectMind reserves the right to impose a reconnection fee upon reactivation if any such suspension takes place.

**4.5 Professional Services Fees.** If the Professional Services are to be provided on a fixed price basis, the Statement of Work will set out the total contract price, a payment schedule, including the fees payable in respect of each deliverable and/or milestone, as applicable. If the Professional Services are to be provided by PerfectMind on a time and materials basis, the rate(s) in Exhibit C attached hereto will apply. PerfectMind may, from time to time and upon sixty (60) days' notice to Customer, amend the rate(s) for Professional Services. Per diem rates shall be based on a 7.5 hour day. Once a Statement of Work is signed by the parties, the rates structure in effect at the time of the signing of the Statement of Work shall apply for the duration of the project described in the Statement of Work. PerfectMind's fees for Professional Services (whether fixed or based on time and materials) do not include any travel, living or any other out-of-pocket

expenses incurred by PerfectMind or its subcontractors in providing Professional Services. Customer will pay PerfectMind a flat rate of \$550 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

**4.6 Professional Fee Billing.** PerfectMind will invoice Customer for the Professional Services according to the payment terms specified in the Statement of Work, or if no payment term is specified in the Statement of Work, on a monthly basis, and Customer will pay each invoice within forty-five (45) days after receipt of invoice, unless the parties agree otherwise in writing. Customer agrees to pay interest at the rate set out in the Statement of Work, or if none specified at 1.5% per month, on any unpaid amounts from the date due to the date upon which the balance is discharged, such interest to accrue from day to day and be compounded on a monthly basis, unless the parties agree otherwise in writing. The fees for the Professional Services to be performed pursuant to the Statement of Work attached hereto as Exhibit B are set out and shall be due and payable to PerfectMind in accordance with the "Fee payment schedule" section of Exhibit B, upon Customer's receipt of PerfectMind's invoices.

**4.7 Taxes and Duties Relating to Professional Fees.** All amounts payable in respect of the Professional Services rendered by PerfectMind to Customer under this Agreement will be exclusive of all shipping charges, insurance charges, customs duties, sales taxes, value-added taxes, and any other like charges or taxes. Customer will be responsible for paying all such charges and taxes in connection with the provision of the Professional Services under this Agreement.

**4.8 Currency.** All prices in this Agreement are in US dollars.

## **PART 5—USE OF THE PLATFORM**

**5.1 PerfectMind Responsibilities.** PerfectMind will provide the Platform in accordance with the service levels set out in Exhibit D. PerfectMind will provide to Customer, at no additional charge, the support for the Platform described in Exhibit D. PerfectMind will comply with all Applicable Laws in the performance of this Agreement.

**5.2 Training.** PerfectMind will provide training to Customer's staff during the implementation period as provided in Exhibit B. This training may be in the form of in-person/on-site training or remote/online training. Customer's staff will also have access to all on-line training materials made available by PerfectMind to its customers including live and pre-recorded webinars. Customer may purchase additional training at PerfectMind's posted standard hourly rate for professional services. For additional training purchased by Customer, Customer will reimburse PerfectMind for all reasonable travel and other out-of-pocket expenses incurred by PerfectMind's employees and subcontractors in providing on-site training. All such expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

**5.3 Customer Responsibilities.** Customer will (a) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, including Customer Content, and of the means by which Customer Data is acquired and used, including compliance with all personal information privacy laws and regulations and ensuring that no third party Intellectual Property Rights are infringed; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMind promptly of any such unauthorized access or use; and (d) use the Platform only for Permitted Purposes and in accordance with the documentation therefor and all Applicable Laws.

**5.4 Prohibited Conduct.** Customer will not

- (a) make the Platform available to anyone, or permit anyone to access the Platform, other than Account-holders;
- (b) license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease or time-share the rights granted to Customer under this Agreement, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;
- (c) use the Platform in any manner or for any purpose (i) that violates this Agreement, (ii) that contravenes, facilitates the violation of, or violates any Applicable Laws; (iii) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (iv) that interferes with or disrupts the integrity or performance of the Platform, PerfectMind's systems or networks or third-party data of Content contained therein;
- (d) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (e) post, upload, reproduce, distribute or otherwise transmit on the Platform (i) pyramid schemes, (ii) any material that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (iii) defamatory, infringing, indecent or unlawful software, materials or information, or (iv) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- (f) alter, modify, reverse engineer, decompile, or disassemble, translate, extract data structures from or otherwise attempt to extract the source code from the Platform or any part thereof;
- (g) create derivative works based on the Platform or works containing a substantial part of the Platform;
- (h) copy, frame or mirror any part or content of the Platform;



- (i) disable or circumvent any access control or related process or procedure established with respect to the Platform;
- (j) remove any copyright or other proprietary or Intellectual Property Rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;
- (k) use the Platform to scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- (l) access the Platform in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Platform;
- (m) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any Content transmitted using the Platform;
- (n) impersonate or falsely represent an association with any person, including a PerfectMind representative, without the prior express, written permission of such person; or
- (o) permit any of the foregoing to be done by any person, including Customer's employees, contractors, agents, or representatives, including Account-holders.

**5.5 Commercial Electronic Messages.** All email messages that Customer sends using the Platform will comply with all applicable anti-spam laws and regulations, including those relating to commercial electronic messages. When using the Platform, Customer will represent itself and/or its organization accurately and will not impersonate any other person, whether actual or fictitious. Customer specifically agrees that (to the extent that the Platform permits it, and it is within Customer's control to do so) for all messages that Customer sends using the Platform (i) the "from" line of the message will accurately and in a non-deceptive manner identify Customer's organization; (ii) the "subject" line of the message will not contain any deceptive or misleading content regarding the overall subject matter of the message, and (iii) the message will include the contact information of the Account-holder who sends the message or another individual within Customer's organization who may be readily contacted by the recipient, and such contact information will remain valid for at least 60 days after the message is sent. Customer will ensure that every message sent using the Platform will contain an "unsubscribe" link that allows recipient to remove himself/herself/itself from Customer contact list and specify an electronic address on the World Wide Web that can be accessed by the recipient of the message for the purpose of unsubscribing. Customer will promptly, and in any event no later than 10 days after the receipt of the request, give effect to any unsubscription requests it receives. Customer may not charge a fee, require the recipient to provide any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an Internet website as a condition for giving effect to an unsubscribe request. Customer acknowledges that Customer will be responsible for maintaining and giving effect to the list of unsubscribe requests following termination of this Agreement.

**5.6 Account Use.** PerfectMind will issue Accounts, or permit Customer to issue Accounts, to individuals selected by Customer as Account-holders. Only Account-holders may access or use the Platform and each Account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an Account-holder may not be used by more than one individual, unless the Account of the Account-holder is reassigned in its entirety to another Account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. Customer acknowledges and agrees that Customer:

- (a) is fully responsible for Accounts assigned by or at the request of Customer and the acts and omissions of each Account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts (including persons who gain access to such Accounts, whether with or without permission);
- (b) will notify PerfectMind as soon as practicable after obtaining or receiving any knowledge of (i) any unauthorized use of an Account or any password related to an Account, or (ii) any other breach of security with respect to an Account, provided that such notification will not negate Customer's liability for any unauthorized use of an Account or password until such time as PerfectMind can be reasonably expected to take corrective measures; and
- (c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMind from time to time and to promptly update such information when any changes occur so as to keep such information held by PerfectMind true, current, complete and accurate.

**5.7 Usage Limitations.** The following provisions apply with respect to the Platform:

- (a) **General Practices and Limits.** Customer acknowledges and agrees that PerfectMind may establish from time to time general practices and limits concerning the use of the Platform, including: the maximum size of any Customer Data, including Customer Content, that may be stored on PerfectMind servers (the "**Storage Limit**"); the maximum amount, speed and type of Customer Data, including Customer Content, that may be sent from or received using the Platform (the "**Usage Limit**"). Such general practices and limits may be posted on PerfectMind's website or otherwise made available through the Platform. Customer agrees that Customer's usage may not exceed such limits, and that it is Customer's responsibility to monitor Account usage of the Platform. PerfectMind covenants that the Storage Limit and the Usage Limit set for Customer will not be less than the following:

**Minimum Storage Limit**

- Storage: 80GB (\$160 per month for every additional 80GB blocks of storage)

**Usage Limit**

- Accountholders: Unlimited
- Email: 25,000 emails per month (\$200 per month for additional 50,000 emails)

(b) **Internet-based Software.** The Platform depends on the Internet, including networks, cabling, equipment and facilities that are not in PerfectMind's control; accordingly (i) any representation made by PerfectMind regarding access performance, speeds, reliability, availability, use or consistency of the Platform, to the extent that they are dependent on the underlying Internet services, are on a "commercially reasonable efforts" basis, (ii) PerfectMind cannot guarantee any minimum level regarding actual user performance, speed, reliability, availability, use or consistency based on factors depending on the Internet, and (iii) content, data, messages, information or materials sent over the Internet may not be completely private, and anonymity is not guaranteed.

## **PART 6—CONTENT, INTELLECTUAL PROPERTY AND PRIVACY**

**6.1 Reservation of Rights.** All right, title and interest, including all Intellectual Property Rights, in and to the Platform and PerfectMind Technology is and will at all times be fully vested in PerfectMind or its licensors, as the case may be.

**6.2 Third-Party Content**—Content accessed or available through the Platform may be owned by third-parties other than PerfectMind or Customer (collectively, "**Third Party Content**") and may be protected by applicable Intellectual Property Rights. During use of the Platform, Customer may enter into correspondence with, purchase goods, hardware or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Platform. Any such activities, and any terms, conditions, warranties or representations associated with such activities are solely between the applicable third party and Customer. PerfectMind and its licensors shall have no liability, obligation or responsibility to Customer for any such correspondence, purchases or promotions. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining necessary licenses, consent and permits from third-party providers with respect to any Third Party Content or ancillary software, hardware, or services that Customer may use in connection with its use of the Platform.

**6.3 Feedback.** From time to time during the term of this Agreement, Customer and Account-holders may provide PerfectMind with comments, suggestions, ideas and impressions of the Platform ("**Feedback**"). Customer acknowledges and agrees that, by disclosing such Feedback to PerfectMind, the provider thereof will be deemed to have granted to PerfectMind a royalty-free, worldwide, transferable, sub-licensable, non-exclusive, irrevocable and perpetual license to use, modify, adapt, improve or incorporate such Feedback into the Platform. Customer acknowledges and agrees that the right to use the Platform is good and sufficient consideration for any contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Platform and the transfer to PerfectMind thereof.

**6.4 Customer Data.** PerfectMind does not claim ownership of, and assumes no liability or responsibility with respect to, any Customer Data, including Customer Content. As

between PerfectMind and Customer, all right, title and interest (including Intellectual Property Rights) in and to Customer Data will at all times be fully vested in Customer, except that, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Customer Data to PerfectMind or any third party using the Platform, Customer agrees as follows:

- (a) Customer will have thereby granted PerfectMind a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Data to the extent reasonably required by PerfectMind in connection with the functionality of the Platform and the performance of this Agreement as well as to ensure adherence to or enforce the terms of this Agreement;
- (b) Customer, and not PerfectMind, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property Rights of all Customer Data, and PerfectMind will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data; and
- (c) Customer will have thereby confirmed, represented and warranted to PerfectMind that Customer has all rights, titles and interests (including all Intellectual Property Rights as well as the power and authority necessary), to grant the license to such Customer Data set above in subsection 6.4(a).

**6.5 Privacy.** PerfectMind acknowledges and agree that Customer Data may contain sensitive information, and, in connection therewith, (a) PerfectMind will comply with all Applicable Laws relating to personal information privacy, including British Columbia *Personal Information Protection Act* and will adhere to the PerfectMind Privacy Policy, which forms an integral part hereof and is incorporated herein by reference; (b) PerfectMind will use industry-standard management practices, technologies and security to protect the integrity, safety and security of Customer Data in both physical and electronic form; (c) Customer acknowledges and agrees that its use of the Platform will utilize, in whole or in part, the public Internet and third party networks to transmit communications, which transmissions may be intercepted by other parties or stored, cached, routed, transmitted or received in jurisdictions outside of the jurisdiction of Customer, (d) PerfectMind will not use Customer Data for any purpose other than to provide the functionality of the Platform to Customer and its users, to ensure adherence to or enforce the terms of this Agreement, or (only in aggregate form) for site metrics; (e) PerfectMind reserves the right to modify the PerfectMind Privacy Policy and its security policies in its reasonable discretion from time to time, subject to any Applicable Laws.

**6.6 Use of the Other Party's Name.** Each party may use the other party's name in its news releases, marketing and promotional materials and the like provided that such will comply with any standards set by the other party from time to time. Each party will cease to use the other party's name upon any expiration or termination of this Agreement.

## **PART 7—TERM AND TERMINATION**

**7.1 Term.** This Agreement commences on the date first set out above and will continue in effect until June 30, 2026, unless earlier terminated or renewed in accordance with the provisions of this Agreement (the “**Term**”). At the expiration of the initial Term, the Term will

be automatically renewed for successive one year periods unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

**7.2 Renewal Terms.** The fees payable by Customer during any such renewal term will be the same as the fee for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days' before the end of such prior term, in which case the pricing change will be effective upon renewal and thereafter.

**7.3 Termination.** Either party may terminate this Agreement for cause, immediately upon written notice to the other party, if:

- (a) the other party is in default of any of its material obligations under this Agreement and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, provided that cure period with respect to default in payment obligations is ten (10) days; or
- (b) the other party ceases to conduct business in the normal course; the other party becomes insolvent or bankrupt; the other party makes any assignment for the benefit of creditors; proceedings are instituted by or against the other party seeking relief, reorganisation or rearrangement under any laws relating to insolvency; a receiver, liquidator or trustee is appointed in respect of any property or assets of the other party; or an order is made for the liquidation, dissolution or winding up of the other party.
- (c) the City has the right to terminate the contract without cause and for convenience after the first term of the Agreement.

**7.4 Payment on Termination.** If this Agreement is terminated by Customer due to PerfectMind's default, then PerfectMind will refund to Customer an amount equal to the fees actually paid by Customer for the year during which the termination occurs prorated based on the post-termination portion of the year. Otherwise, any termination of the Agreement will not relieve Customer of its obligation to pay the fees payable to PerfectMind for the Term of the Agreement for the use of the Platform nor does it entitle Customer to any refund. Upon the termination of this Agreement, without prejudice to any other rights PerfectMind may have, Customer will (a) remit all fees payable for the Professional Services and Work Products accepted by Customer prior to the date of such termination or suspension; (b) remit all fees payable for work-in-progress, on a time and materials basis, at the rate structure applicable to the Statement of Work Order; and (c) remit all such other costs of PerfectMind, demonstrated to the reasonable satisfaction of Customer, directly related to the permanent or temporary winding down of the Professional Services, work and deliveries which are being terminated or suspended.

**7.5 Return of Customer Data.** Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement (except in the case of PerfectMind terminating this Agreement for cause under §7.3), PerfectMind will make available to Customer for download a file of the relevant Customer Data in a commercially-reasonable standard (such as comma separated value (.csv) or extendible markup language (.xml)) format along with

attachments in their native format as stored by PerfectMind. After such 30-day period, PerfectMind will have no obligation to maintain or provide any such Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control. Within 15 days of any termination for cause of this Agreement by PerfectMind pursuant to Section 7.3, Customer may request return of Customer Data, in which case Customer will pay to PerfectMind any fees outstanding prior to the termination of this Agreement plus any fee that PerfectMind requests, based on the time required to accommodate Customer's request regarding return of Customer Data, and upon receipt of such payments, PerfectMind will make available Customer Data to Customer for download as set out above. If Customer does not make a request within the 15 day time limit or fails to make payments within five (5) days after receiving PerfectMind's fee request, Customer's right to access or use Customer Data will immediately cease, and PerfectMind will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control.

**7.6 Survival.** Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement will so survive, including Part 1, Part 3, Part 6, Part 7, Part 8, Part 9 (except for §9.1) and Part 10.

## **PART 8—CONFIDENTIALITY**

**8.1 Confidential Information.** Neither party will, without the prior written approval of the other party, disclose or use for any purpose other than exercise of its rights or performance of its obligations under this Agreement any information, documents, know-how, trade secrets of the other party, and such other information that is not in the public domain including, in respect of the Customer Data and, in respect of the Platform (collectively, "**Confidential Information**") that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement.

**8.2 Obligation to Protect.** Each party will protect the other's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care for information of similar sensitivity.

**8.3 Title.** All right, title and interest (including all Intellectual Property Rights) in and to each party's Confidential Information will be and remain vested in such party.

**8.4 Permitted Disclosures.** Each party will not disclose Confidential Information of the other party to any person except to the first party's employees, agents and sub-contractors on a strictly "need-to-know" basis, and provided that such persons have are subject to confidentiality obligations equivalent to the obligations imposed hereunder. Notwithstanding such disclosures, each party will be fully responsible for any breaches of confidentiality caused by such persons to whom the Confidential Information is disclosed as if such breach were committed by such party.

**8.5 Exceptions.** Neither party will have an obligation with respect to Confidential Information where such party can establish, through documentary evidence, that such information (a) was previously known to it free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure, (c) is legally disclosed by third parties without restrictions of confidentiality, (d) has been independently developed by it without reference to the other party's Confidential Information, or (e) is a public record according to Wyoming Law

**8.6 Governmental Disclosures.** Notwithstanding anything else in this Agreement, if a party is required to disclose any Confidential Information to a government body or court of law or as otherwise required by law, it may do so provided that it gives the other party sufficient advance notice as reasonable in the circumstances subject to applicable law to enable the owner of such Confidential Information the opportunity to contest the disclosure or obtain a protective order and assists the owner of such Confidential Information in contesting or protecting same. If the Customer receives a public records request seeking Confidential Information provided by PerfectMind, Customer shall notify PerfectMind within five (5) business days of when it receives that public records request. PerfectMind shall then notify Customer within 15 calendar days after receiving notice from the Customer of what records and information should be redacted or withheld, together with an explanation for each redaction or record withheld. PerfectMind shall indemnify and hold harmless Customer for any and all fees, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Customer in any and all legal, administrative, judicial and other proceedings in which Customer defends the confidentiality of PerfectMind's Confidential Information.

## **PART 9—WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY**

**9.1 PerfectMind Warranties.** PerfectMind represents and warrants to Customer that (a) the Platform will perform materially in accordance with the documentation therefor under normal use and circumstances; (b) the Professional Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services, and the Work Product will materially conform to the Statement of Work upon acceptance, and PerfectMind will use all commercially reasonable efforts to remedy any material non-conformance of the Work Product to the Statement of Work in an expeditious manner; and (c) the functionality of the Platform will not be materially decreased during the Term, subject to the other provisions of this Agreement. For clarity, PerfectMind will not be responsible for and the warranties provided by PerfectMind in this §9.1 do not apply to situations where improper or inadequate installation or maintenance of software or hardware that Customer uses to access or utilize, or otherwise in connection with, the Platform or Customer Data, or failure to properly configure the Platform for use in connection with such hardware or software is the cause of a failure or malfunction.

**9.2 Mutual Warranty.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to fully abide by the terms and conditions hereof.

**9.3 NO OTHER WARRANTIES.** THE PLATFORM AND THE WORK PRODUCT ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND PERFECTMIND DOES NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT PERFECTMIND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PERFECTMIND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE CONDITIONS, REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT HEREIN ARE IN LIEU OF, AND PERFECTMIND EXPRESSLY DISCLAIMS, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS, WARRANTIES OR REPRESENTATIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**9.4 Indemnification by PerfectMind.** PerfectMind will indemnify and hold harmless Customer, and its officers, employees and agents (collectively, in this §9.4, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that the Platform or the Work Product infringes the Intellectual Property Rights of a third party enforceable in Canada or the United States.

**9.5 Exception to PerfectMind Indemnity.** Notwithstanding §9.4, PerfectMind will not be required to defend or indemnify any Indemnified Person if, and to the extent that, the Claim would not have arisen but for (a) any Indemnified Person’s combination of the Platform or Work products with software, services or products not supplied by PerfectMind, (b) any breach by an Indemnified Person of any provision of this Agreement, or (c) any refusal by the Indemnified Person to use a non-infringing version of the Platform or the Work Product offered by PerfectMind under §9.7.

**9.6 Additional Infringement Obligations.** If PerfectMind receives any knowledge of any Claim in respect of §9.4 or any circumstances in which a Claim in respect of such provision is threatened or reasonably anticipated, it will, as soon as reasonably practicable, (a) procure, at its expense, the right for Customer to use the Platform or the Work Product, as the case may be, or such infringing part thereof; (b) replace, at its expense, the Platform or the Work Product, as the case may be, or such infringing part thereof, with material of comparable functionality that does not breach this Agreement; (c) if the removal of such infringing part of the Platform or the Work Product, as the case may be, would not be a breach of this Agreement, remove such infringing part



of the Platform; or (d) terminate this Agreement and refund to Customer a *pro rata* portion of the Platform use fees prepaid by Customer for the period during which the Agreement is terminated.

**9.7 Conduct of Indemnities.** Each party acknowledges that the indemnifying party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the indemnified party will have the right (at its own expense) to participate in such defence or compromise through counsel of its choosing. An indemnifying party's obligations to provide an indemnity hereunder will be conditional upon (a) the indemnified party notifying the indemnifying party as soon as reasonably practicable after receiving notice of a Claim, (b) the indemnified party providing such information and assistance as reasonably requested by the indemnifying party, and (c) the indemnified party not compromising or settling the Claim without the indemnifying party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

**9.8 EXCLUSION AND LIMIT OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS, LOSS OF MANAGEMENT OR OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF OR COULD HAVE FORESEEN SUCH CLAIMS. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID TO PERFECTMIND BY CUSTOMER DURING THE THREE (3) MONTHS PRECEDING THE CIRCUMSTANCES IN WHICH SUCH LIABILITY ARISES (EXCEPT THAT NOTHING IN THIS PROVISION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY THE FEES PROVIDED IN PART 4 TO PERFECTMIND).

**9.9 Exclusive Remedy.** This Part 9 states PerfectMind's sole liability to Customer, and Customer's exclusive remedy against PerfectMind for any type of Claim described in Part 9.

## **PART 10—GENERAL**

**10.1 Internal Escalation of Disputes.** Any controversy, claim or dispute (“**Dispute**”) arising out of or related to this Agreement, including, without limitation, Disputes covering the performance of the parties’ obligations or the interpretation of the terms and conditions of this Agreement or applicable fees or payments, shall be dealt with as follows: Each Dispute initially shall be brought for resolution before a committee consisting of two (2) representatives of each of the parties- the project manager and the Account Manager from PerfectMind and the project manager and a person with a position equivalent to Account manager from Customer. If the committee is unable to resolve a Dispute within ten (10) working days, then the Dispute shall be escalated to a separate committee consisting of one (1) officer of each party – the Director of Customer Service from PerfectMind and an officer of equivalent position from Customer. If this second committee is unable to resolve the Dispute within ten (10) working days, then the Dispute shall be escalated to another separate committee consisting of two (2) executive officers of each party – the CEO and the COO of PerfectMind and two executive officers with equivalent positions with Customer. Members of each committee shall act reasonably and good faith and attempt to resolve the dispute amicably.

**10.2 Arbitration.** If the committee of executive officers is unable to resolve the Dispute within fifteen (15) working days then either party may refer the Dispute to a formal arbitration process as determined by the parties., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may refer a Dispute to arbitration by serving written notice of its intention to arbitrate. Arbitration of the Dispute shall be conducted by a single arbitrator to be mutually agreed to by the parties within five (5) working days following the referral of the Dispute to arbitration. The arbitrator shall have substantial experience in arbitrating business disputes involving information technology matters, including contractual disputes. If the parties are unable to mutually agree upon an arbitrator, either party may apply to a court of competent jurisdiction for the appointment of such arbitrator. Each of the parties agrees to co-operate promptly and fully with the other party with respect to all aspects of arbitration including, without limitation, appointment of the arbitrator and compliance with any requests or orders of the arbitrator. All arbitration shall take place in a place to be mutually agreed upon by both parties. All arbitration shall be conducted in the English language. Each party shall pay an equal share of the costs of any arbitration. Any award of the arbitrator shall be final and binding on the parties. .

**10.3 Marketing.** PerfectMind may use Customer’s name, with an accurate reference to Customer’s use of the Platform, in PerfectMind’s marketing materials or on PerfectMind’s website, with a link to Customer’s website.

**10.4 Notice.** Any notice required or permitted to be given hereunder will be in writing and may be given by personal services, including by courier, or by facsimile if confirmed on the same day, or in writing by registered airmail, with postage prepaid to the following:

If to PerfectMind:  
PerfectMind Inc.  
504-4190 Lougheed Highway  
Burnaby, BC, V5C 6A8

Attention: Nima Jazbi

If to Customer:  
City of Cody, WY  
1338 Rumsey Avenue  
Cody, WY, 82414

Fax: 307-527-6532

Attention: Finance

Any notice given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient on a business day, and on the business day during which such normal business hours next occur if not given during such hours.

**10.5 Assignments.** This Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed, but may be assigned by PerfectMind to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to Customer. Any purported assignment in violation of this section shall be void.

**10.6 Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of applicable therein, without reference to conflict of laws principles, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Platform shall be subject to the jurisdiction of the courts of to which the parties hereby irrevocably attorn.

**10.7 Force Majeure.** Neither party shall be liable for damages for any delay or failure of delivery arising out of an event of Force Majeure.

**10.8 Waivers.** No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by a party to enforce any clause of this Agreement or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party's rights under this Agreement.

**10.9 No Presumption.** No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

**10.10 Enurement.** This Agreement will enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns and receivers.

**10.11 Injunctive Relief.** Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

**10.12 Entire Agreement.** This Agreement together with any applicable Statement of Work constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In connection therewith, no terms or conditions stated in any Customer purchase order or other order or documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any provision therein.

**10.13 Amendments.** This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.

**10.14 Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**10.15 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**10.16 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**10.17 Counterparts.** This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as first above written.

**IN WITNESS WHEREOF** the parties have executed this Agreement with effect as of the date first above written.

**PERFECTMIND INC.**

**CITY OF CODY, WY**

Per: \_\_\_\_\_  
(Signature of PerfectMind Authorized Signatory)

Per: \_\_\_\_\_  
(Signature of Customer Authorized Signatory)

Name: \_\_\_\_\_  
(Please Print PerfectMind Signatory's Name)

Name: \_\_\_\_\_  
(Please Print Customer Signatory's Name)

Title: \_\_\_\_\_  
(Please Print PerfectMind Signatory's Title)

Title: \_\_\_\_\_  
(Please Print Customer Signatory's Title)

**EXHIBIT A**  
**Platform Use fees**

**PLATFORM**

The fees for the Platform use will be as follows:

Year One (from July 1, 2024, to June 30, 2025): \$7,800.00

Platform use fee schedule for Year One

- First Payment of \$3,900 = Upon Signing of contract
- Second Payment of \$3,900 = July 1, 2024

Year Two (from July 1, 2025, to June 30, 2026): \$7,800.00

**MOBILE APP**

The fees for the Mobile App use will be as follows:

Year One (from July 1, 2024, to June 30, 2025): \$6,000.00

Platform use fee schedule for Year One

- First Payment of \$3,000 = Upon Signing of contract
- Second Payment of \$3,000 = July 1, 2024

Year Two (from July 1, 2025, to June 30, 2026): \$6,000.00

## **EXHIBIT B**

### **Statement of Work**

#### **Scope/Project Management and Planning**

Customer will be responsible for overall implementation while PerfectMind will provide project planning based on timelines provided by Customer and support throughout the implementation process. PerfectMind will assign an Implementation Consultant for the project, who will be responsible for:

- Providing guidance regarding adherence to the project scope
- Communications with Customer
- Managing project issues and issue tracking
- Management of ongoing technical questions and required follow up actions related to the delivery of a successful software implementation
- Together with Customer, reviewing and updating the project tracking reports over periodical (recurring) calls with Customer, for the duration of the project
- Being reasonably available for project calls to provide ongoing project support
- Working with the designated Customer point of contact
- Deliverable acceptance and sign-off

In addition to the Implementation Consultant, PerfectMind will assign appropriate staff to complete the deliverables described in this Statement of Work, including testing, administration and ongoing support during recurring project meetings.

#### **Timeline**

Customer is planning to implement the solution with the following estimated timeline. PerfectMind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity. Timely completion of the project based on this schedule will depend on adequate dedication of resources by both parties and timely completion of deliverables for both PerfectMind and the Customer.

March 19, 2024	Contract Signature
	Project kick off (Milestone 1)
	Software Configuration (Milestone 2)
	Power User Training (Milestone 3)
	User Acceptance Testing (Milestone 4)
July 2024	Go-live (Milestone 5)

#### **Technical Requirements**

PerfectMind will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web

browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

## **Customer Testing**

PerfectMind will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMind immediately for correction. If any defects are found, PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements.

## **Training**

PerfectMind will provide system administrators and trainers identified by Customer (number of system administrator and trainers to be determined at the discretion of Customer) with access to a full curriculum of training media. PerfectMind has developed a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
  - Workflow Development
  - Report Development
  - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training content on different modules of the system, including:
  - Contact/Account Management
  - Store/Point of Sale Training
  - Membership Management
  - Attendance Tracking
  - Billing Management
  - Activity/Program Registration
  - Facility Rental
  - Appointments and Private Lesson scheduling
  - Marketing
  - Staff Management
  - Accounting
  - Document Template creation and configuration

- Troubleshooting

PerfectMind will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMind.



### **Deliverables and Service Acceptance**

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

## ACCEPTANCE FORM A – PROJECT KICKOFF (MILESTONE 1)

### Purpose

The purpose of this Acceptance Form is to confirm that the project kickoff has occurred, and the following deliverables have been met.

### Deliverables

- Contract signature and execution
- Project kickoff meeting has occurred
- Live Production environment has been created and URL provided to customer.
- Xplor Recreation Community Portal Access enabled.
- Project plan and timelines created and provided to customer.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

**(Customer):**

**Date:**

**Title:**

**Xplor Recreation:**

**Date:**

**Title:**

## ACCEPTANCE FORM B – SOFTWARE CONFIGURATION (MILESTONE 2)

### Purpose

The purpose of this Acceptance Form is to confirm that the software configuration and training is complete, and the following deliverables have been met.

### Deliverables

- Xplor Recreation has provided all configuration training as described in Phase 2 of the project plan.
- Overview of system default security permission profiles.
- Training on system reports.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

**(Customer):**

**Date:**

**Title:**

**Xplor Recreation:**

**Date:**

**Title:**

## ACCEPTANCE FORM C – POWER USER TRAINING (MILESTONE 3)

### Purpose

The purpose of this Acceptance Form is to confirm that power user training is complete, and the following deliverables are met.

### Deliverables

- Power users have been trained on all aspects of the end user experience and can complete tasks within the system.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

(Customer):

Date:

Title:

Xplor Recreation:

Date:

Title:

## ACCEPTANCE FORM D – USER ACCEPTANCE TESTING (MILESTONE 4)

### Purpose

The purpose of this Acceptance Form is to confirm that user acceptance testing has been completed by the client, and the following deliverables are met.

### Deliverables

- A document of standard recreation business scenarios has been provided to the customer for testing.
- Customer has completed end to end testing of all business processes which include the internal and external (member portal) access.
- Customer confirming and users have been training by the project team or power users.
- Customer has completed end to end payment processing testing.
  - Payments and refunds successfully processed, and confirmation of funds deposited to organization's bank account.
  - Each payment type accepted has been tested.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

**(Customer):**

**Date:**

**Title:**

**Xplor Recreation:**

**Date:**

**Title:**

## ACCEPTANCE FORM E – GO-LIVE (MILESTONE 5)

### Purpose

The purpose of this Acceptance Form is to confirm that the system is ready for go-live, and the following deliverables are met.

### Deliverables

- The production environment is officially and formally available to staff and member users.

The work was completed on \_\_\_\_\_ and accepted by the Customer.

**(Customer):**

**Date:**

**Title:**

**Xplor Recreation:**

**Date:**

**Title:**

## FEE PAYMENT SCHEDULE

Schedule Target Dates	Milestones & Deliverable	Subscription	Implementation	Payment Date
March 2024	<b>Upon signing of the agreement</b> <ul style="list-style-type: none"> <li>Contract Signature and Execution</li> <li></li> </ul>	To follow Platform use Fee Schedule		
TBD	<b>Project Kick off (Milestone 1)</b> <ul style="list-style-type: none"> <li>Weekly recurring Q&amp;A calls scheduled</li> <li>Welcome email package received</li> <li>Project discovery survey completed</li> <li>Creation of the live production environment</li> </ul>		\$2,000.00	Upon completion of Acceptance Form A
TBD	<b>Software configuration (Milestone 2)</b> <ul style="list-style-type: none"> <li>Phase 2 of project plan</li> <li>Security Permissions</li> <li>System report training</li> </ul>		\$4,000.00	Upon completion of Acceptance Form B
TBD	<b>Power User Training (Milestone 3)</b> <ul style="list-style-type: none"> <li>Power user training has been completed</li> </ul>		\$2,000.00	Upon completion of Acceptance Form C
TBD	<b>User Acceptance Testing (Milestone 4)</b> <ul style="list-style-type: none"> <li>Standard recreation business scenarios provided for testing</li> <li>End to end payment testing</li> </ul>		\$2,000.00	Upon completion of Acceptance Form D
July 2024	<b>Go-live (Milestone 5)</b> The system is pushed to the Production environment.			Upon completion of Acceptance Form E
<b>Total</b>		\$13,800.00	\$10,000.00	

PerfectMind is not expected to provide any of the Professional Services described above on-site at Customer's facilities. Should Customer require on-site Professional Services, it has to purchase them separately from PerfectMind, in which case separate fees for the Professional Services, as applicable, and compensation for travel, accommodation and other out-of-pocket expenses for providing on-site Professional Services will be charged by PerfectMind.

**EXHIBIT C**  
**PerfectMind Rate for Professional Services**

<b>Optional Services</b>	<b>Unit Price</b>	<b>Description</b>
Importation of Data	\$200/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importation. Anything beyond will be charged at this rate.
Professional Services	\$200/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	\$325/hr	Processing Integration with the Customer's preferred payment processor.
Training	\$200/hr	Any future additional training requested outside the Statement of Work.
Development	\$325/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind in providing on-site Professional Services. Customer will pay PerfectMind a flat rate of \$550 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.



## EXHIBIT D

### Service Levels

#### 1. Platform Uptime.

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, “Operation Hours” means 6 am to midnight Pacific Time, seven days a week.

PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer’s system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind’s required system uptime performance levels.

PerfectMind may, upon not less than seven (7) days’ prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours (“Planned Maintenance”). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind’s direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind’s required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, “Maintenance Window” means between 12:01 am and 6:00 am Pacific Time on any day.

#### 2. Technical Support.

Following the reporting of a problem by Customer’s technical support personnel either via phone call or email PerfectMind’s technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	<b>85%</b> of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	<b>95%</b> of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	<b>Resolution time will follow the SLA table below</b>

Service Level Agreement		
Incident Level	Description	Resolution Time
<b>Critical</b>	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> <li>- Complete inability to use the Platform; or</li> <li>- A reoccurring temporary inability to use the Platform</li> </ul>	Within the <u>same business day</u>
<b>High</b>	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> <li>- A significant degradation of the significant features or functions available on the Platform</li> <li>- Recent modifications to the Platform cause some significant features or functions to operate inconsistently</li> </ul>	Within <u>24 hours</u>
<b>Low</b>	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> <li>- A minor degradation of some significant features or functions; or</li> <li>- A degradation of some secondary features or function occurs</li> </ul>	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

## **EXHIBIT E**

### **Platform Features and Functionalities**

PerfectMind's Platform will include the following features and functionalities:

- **Built-In Reporting Engine**  
A built-in reporting engine to help the customer to create reports.
- **Integrated Workflow Engine**  
Generate workflows to streamline your team's processes and communications
- **Business App Store**  
PerfectMind is adaptable through our community-driven App Store.
- **Open API**  
Having access to an adaptable integration with external apps allows fluid interconnectivity and collaboration across platforms
- **Data Security, Auditing and Permissions**  
The ability to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- **Multi-Site Management & Reporting**  
To allow client to manage multiple sites from one account.
- **24/7 Customer Service**  
PerfectMind provides 24x7 operation support using live agents/chat/email.

#### **Recreation Management Features:**

- **Facility booking and Scheduling**  
PerfectMind booking takes care of conflict and contract management, recurring bookings, equipment and rental inventory, capacity management and more. Your staff and your members can schedule events online or on-site. PerfectMind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**  
This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**  
You can create, save, print, upload and manage your documents for your organization in the cloud. Sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.
- **Staff Management**  
You can view all your staff schedules in one master calendar. PerfectMind provides your staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**  
Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate your needs. Intelligent conflict management gives you the flexibility to readily make changes to events.

- **POS and Inventory Management**  
To sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Track purchase orders and inventory.
- **Attendance Tracking and Check-in**  
Allow customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Improve retention with live class statistics, and much more. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**  
Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. You can also view multiple facilities, locations and courses.
- **Marketing**  
A built-in, fully-functional email solution replaces the need for any additional email applications so you can streamline your marketing for programs, campaigns, and personalized operation emails. Increase signups and enrollments using loyalty and referral programs. You can also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**  
To schedule automated and recurring tasks with alerts to stay up-to-date, organized and focused. Set reminders based on predefined or custom triggers
- **Reports**  
PerfectMind's built-in reporting engine enables you to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**  
To keep track of your clients and contacts including organizations and families

## SCOPE OF WORK FOR CITY OF CODY

Re: City of Cody Strategic Communications

This estimate will serve as a Scope of Work, if agreed to, and will be executed with a new contract upon agreement to terms. Atlas will provide a Letter of Agreement for Client Services by and between Atlas Strategic Communications, LLC and the City of Cody, Wyoming. Atlas Strategic Communications will provide strategic communications services as outlined below. This estimate outlines high-level tasks as discussed with City of Cody and can be modified with the approval of both parties.

### PROJECT OVERVIEW

The strategic communications effort underway with the City of Cody helps to build transparency in government and foster community engagement within the City of Cody. Recognizing the importance of open and accessible communication channels between the city administration and its residents, this initiative seeks to establish a comprehensive framework that prioritizes the dissemination of updated and relevant information while highlighting the positive endeavors undertaken by the city.

**Enhanced Transparency:** One objective of Atlas' work with the City of Cody is to promote transparency in governmental processes and decision-making. By providing residents with access to accurate and up-to-date information regarding city initiatives, policies, and projects, the aim is to build trust and confidence in Cody's local government.

**Regular Information Updates:** The initiative will deploy existing channels for the regular dissemination of information through various communication channels, including social media, newsletters, blogs and press releases. This ensures that residents are consistently informed about pertinent issues, upcoming events, and progress on city projects.

**Highlighting City Achievements:** Another crucial aspect of our strategic communications effort is to spotlight the positive contributions and achievements of the City of Cody. By showcasing successful initiatives, community partnerships, and notable accomplishments, the goal is to instill a sense of pride and ownership among residents while fostering a positive image of the city.

**Building a Unified Voice:** By coordinating messaging and communication efforts across various city departments and stakeholders, our work seeks to present a cohesive and unified voice of the City of Cody. This ensures consistency in messaging







and reinforces the city's commitment to transparency, accountability, and community engagement.

### TIMELINE

Work is expected to commence on April 1 and be completed by September 30 (six months). Additional months of work at the retainage fee may be added at the City's discretion and with agreement from Atlas.

### COST ESTIMATE

The estimated cost for the Scope of Work outlined above is a retainage of **\$4,700 per month, for six months**. This does not include expenses related to printing materials, boosting social posts, etc. This rate will be billed at a flat rate and all Scope items will be delivered.

The City of Cody may request additional work outside of the items outlined below, which will be billed at Atlas' blended hourly rate of \$150 per hour.

TASKS	Monthly Hours Estimated	Budget
<b>TASK 1:</b> Monthly Newsletter <ul style="list-style-type: none"><li>Drafting, editing and disseminating one newsletter per month</li></ul>	5	\$750
<b>TASK 2:</b> Monthly Press Release <ul style="list-style-type: none"><li>Drafting, editing and disseminating one newsletter per month</li></ul>	5	\$750
<b>TASK 3:</b> Monthly Social Media Posts <ul style="list-style-type: none"><li>Drafting, designing, editing and disseminating ten social media posts per month for existing City of Cody social channels <i>(does not include social media monitoring for questions)</i></li></ul>	7	\$1,050
<b>TASK 4:</b> Fact Sheets / Topical Blogs <ul style="list-style-type: none"><li>Drafting, designing, editing and sharing for Utility bill inserts (City will handle printing)</li><li>Two fact sheets / visual blogs will be created in the 6 month timeframe</li></ul>	5	\$1,700
<b>TASK 5:</b> Project Management	3	\$450



<ul style="list-style-type: none"> <li>Drafting monthly summary of work and performance</li> <li>One client one hour client call per month</li> <li>Client emails, calls</li> </ul>		
HARD COSTS (mileage, printing, boosting, etc.)	--	\$0
TOTAL PER MONTH		<b>\$4,700</b>

**CITY OF CODY**

**ATLAS STRATEGIC COMMUNICATIONS**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Matt Hall, Mayor  
City of Cody  
1338 Rumsey Avenue  
Cody, WY 82414

Heidi Rasmussen, Chair  
Yellowstone Regional Airport Board  
2101 Roger Sedam Drive, Suite 1  
Cody, WY 82414

Dear Mayor Hall and Commissioner Rasmussen:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-56-0006-047-2024 at Yellowstone Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **April 19, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.



**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

**{Sig\_es\_:signer1:                      signature}}**

John P. Bauer  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date	{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}	
Airport/Planning Area	Yellowstone Regional Airport	
Airport Infrastructure Grant Number	3-56-0006-047-2024	[Contract No. DOT-FA24NM-1005]
Unique Entity Identifier	N9EVR9EDJ9C4	
TO:	City of Cody, Wyoming and the Yellowstone Regional Airport Board	
	(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	
FROM:	The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")	

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 14, 2024, for a grant of Federal funds for a project at or associated with the Yellowstone Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Yellowstone Regional Airport (herein called the "Project") consisting of the following:

**Construct T-Hangars**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75% of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXXXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXXXXXX airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before April 19, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this

Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
  - i. Associated with performance under this Grant; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).



23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated May 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG’s office are established under 41 U.S.C. § 4712(b).
  - c. Remedy and Enforcement Authority.

1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## SPECIAL CONDITIONS

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
31. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
32. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).
34. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1:signature:dimension(height=12mm,width=70mm)}}**

*(Signature)*

**{{N\_es\_:signer1:fullname }}**

*(Typed Name)*

**{{\*Ttl\_es\_:signer1:title }}**

*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

**CITY OF CODY, WYOMING**

*(Name of Sponsor)*

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer2:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer2:title}}

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es\_:signer3:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

**YELLOWSTONE REGIONAL AIRPORT BOARD**

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

**By: {{N\_es\_:signer4:fullname }}**

*(Typed Name of Sponsor's Authorized Official)*

**Title: {{\*Ttl\_es\_:signer4:title }}**

*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at **{{DateTime\_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.



- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**“The City of Cody, Wyoming and the Yellowstone Regional Airport Board**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-



sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of February 14, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## **AGENDA ITEM SUMMARY REPORT**

### **Resolution 2024-01 Budget Amendment**

#### **ACTION TO BE TAKEN:**

Approve Resolution 2024-01 amending the FY23-24 budget.

#### **SUMMARY OF INFORMATION**

The Administration is requesting approval of the following supplemental appropriations in the FY23-24 budget:

- Anonymous donation revenue in the amount of \$50,000 received through the Shoshone Recreation Foundation directed towards improvements at the Recreation Center.
- Prepayment of developer fee revenue for the Meadowlark Meadows subdivision electric installation in the amount of \$92,443.
- Grant award received in the amount of \$4,375 from the Department of Justice for the CSI Science Kids program to be conducted in partnership with Park County School District #6. There is no match required from the City.
- Grant award received in the amount of \$2,606 from the Department of Justice for police ballistic vest replacements. This is a 50% grant with a required match of \$2,606.
- Grant award from the Federal Emergency Management Agency in the amount of \$75,000 for the storm drainage master plan. This is a 75% grant with a required match of \$25,000.
- Previously approved wage increases for seasonal aquatics positions in the amount of \$23,566 including associated payroll taxes.
- Previously approved contract with KRW Associates for the City Planner search in the amount of \$12,500.
- Contract extension with Atlas Strategic Communications in the amount of \$14,100 for an additional three-month period.
- Janitorial service contracts with Laban Harvest:
  - New contract for janitorial services at the City Shop in the amount of \$2,396.
  - Revised contracts for janitorial services at the Recreation Center and City Hall in the amount of \$4,970. Changes existing contract from an hourly rate to a flat monthly fee.
- Purchase of a used mobile storage/office trailer for the Water Department to be used during the City Shop roof repairs in the amount of \$40,000. During the construction, staff will be unable to use the office/warehouse space in the City Shop facility.
- Previously approved contract with Granicus for audio and video recording of municipal court sessions in the Council Chambers in the amount of \$20,000.

**AGENDA ITEM NO. \_\_\_\_\_**

- Software Implementations – new SaaS contracts for the following as discussed at previous Council work sessions:
  - Tyler Technologies municipal court software in the amount of \$39,074 to be paid from ARPA funds.
  - Xplor Recreation software in the amount of \$16,900.
- Card reader equipment for the new recreation software program. Includes four units (3 at the Rec Center and 1 at Mini Golf) in the amount of \$1,312.
- New positions as discussed at a previous Council work session:
  - Full time project manager in the amount of \$16,953, estimated start date May 1
  - Seasonal engineering intern in the amount of \$6,291, estimated start date May 1
- Computer equipment for the new positions and reclassified Strategic Communications Specialist position to be filled in the amount of \$5,700.
- Electric system materials for developer/owner projects as follows:
  - Pine Court electric installation, pre-paid by owner in the amount of \$5,161.
  - Meadowlark Meadows electric installation prepaid by developer in the amount of \$92,443.
  - Pioneer Village Phase 2 electric installation, pre-paid by developer in the amount of \$16,976.
- Previously discussed City Shop critical repairs – new membrane roof in the amount of \$250,000.

### **FISCAL IMPACT**

Row Labels	Expense	Revenue
General Fund	\$ 122,061	\$ 56,981
Electric Fund	\$ 114,580	\$ 92,443
Capital Projects Fund	\$ 75,000	
Water Fund	\$ 117,172	
Wastewater Fund	\$ 77,172	
Storm Drainage Fund	\$ 127,172	\$ 75,000
ARPA Fund	\$ 39,074	
Technology Replacement Fund	\$ 5,700	
<b>Grand Total</b>	<b>\$ 677,930</b>	<b>\$ 224,424</b>

### **ATTACHMENTS**

1. Resolution 2024-01
2. Amendment list

**AGENDA ITEM NO. \_\_\_\_\_**

Budget Amendment 4 - Resolution 2024-01		Column Labels	
Description	Expense	Revenue	
Anonymous donation received for the recreation center		\$	50,000
Award of COPS microgrant for the CSI Science Kids program	\$	4,375	\$ 4,375
Award of Dept of Justice vest grant	\$	5,213	\$ 2,606
Award of FEMA BRIC grant for the storm drainage master plan	\$	100,000	\$ 75,000
Card reader terminals for new recreation software	\$	1,312	
Computer equipment and software for new positions and reclassified communications position	\$	5,700	
Hiring consultant services for City Planner position	\$	12,500	
Increase in FICA taxes related to aquatics seasonal positions wage increase	\$	1,643	
Increase in hourly wages for aquatics seasonal positions	\$	21,476	
Increase in workers comp premiums related to aquatics seasonal positions wage increase	\$	447	
Materials for Meadowlark Meadows electric installation, paid by developer	\$	92,443	
Materials for Pine Court electric installation, paid by owner	\$	5,161	
Mobile storage/office trailer - to be used during City Shop demolition/construction	\$	40,000	
Municipal court audio/video recording service	\$	20,000	
Municipal court software implementation	\$	39,074	
New contract for janitorial service a City Shop	\$	2,396	
New full time position - Project Manager, estimated start date May 1	\$	16,953	
New seasonal position - engineering intern, estimated start date May 1	\$	6,291	
Pioneer Village Phase 2 electrical - reimbursed by developer	\$	16,976	
Prepayment of developer fees for Meadowlark Meadows			\$ 92,443
Public works shop new membrane roof	\$	250,000	
Recreation software implementation	\$	16,900	
Revised contract for janitorial service at City Hall	\$	1,690	
Revised contract for janitorial service at Rec Center	\$	3,280	
Three month contract extension with Atlas Communications	\$	14,100	
<b>Grand Total</b>	<b>\$</b>	<b>677,930</b>	<b>\$ 224,424</b>

RESOLUTION 2024-01

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2023-2024

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2023-2024 was duly adopted by the City of Cody with Ordinance No 2023-06 on June 20, 2023 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following budget amendment is authorized by the City of Cody Council:

	Original or Last Amended Budget	Amendment 4 03/2024	Amended Budget
REVENUES			
General Fund	\$11,796,731	\$56,981	\$11,853,712
Capital Projects Fund	\$1,543,000		\$1,543,000
Technology Replacement Fund	\$445,600		\$445,600
Vehicle Replacement Fund	\$1,385,873		\$1,385,873
Specific Purpose Tax Fund	\$0		\$0
Cody Public Arts Fund	\$445		\$445
American Rescue Plan Fund	\$0		\$0
Solid Waste Fund	\$2,623,500		\$2,623,500
Water Fund	\$6,809,837		\$6,809,837
Wastewater Fund	\$1,533,700		\$1,533,700
Electric Fund	\$13,677,696	\$92,443	\$13,770,139
Storm Drainage Fund	\$606,600	\$75,000	\$681,600
TOTAL REVENUE	\$40,422,982	\$224,424	\$40,647,406
EXPENSES			
General Fund	\$13,395,880	\$122,061	\$13,517,941
Capital Projects Fund	\$2,588,901	\$75,000	\$2,663,901
Technology Replacement Fund	\$274,601	\$5,700	\$280,301
Vehicle Replacement Fund	\$1,779,813		\$1,779,813
Specific Purpose Tax Fund	\$215,496		\$215,496
Cody Public Arts Fund	\$1,630		\$1,630
American Rescue Plan Fund	\$720,779	\$39,074	\$759,853
Solid Waste Fund	\$3,245,903		\$3,245,903
Water Fund	\$9,925,896	\$117,172	\$10,043,068
Wastewater Fund	\$2,522,343	\$77,172	\$2,599,515
Electric Fund	\$13,993,677	\$114,580	\$14,108,257
Storm Drainage Fund	\$725,068	\$127,172	\$852,240
TOTAL EXPENSES	\$49,389,987	\$677,930	\$50,067,917

PASSED, APPROVED AND ADOPTED THE 19<sup>th</sup> DAY OF MARCH, 2024

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

**RESOLUTION 2024-02**

**A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT PROVIDING FUNDING TO PURCHASE A MUNICIPAL COURT SOFTWARE MODULE.**

**WHEREAS**, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

**WHEREAS**, the City of Cody has identified this project as an eligible use under the Revenue Replacement expense category for the provision of government services, and

**WHEREAS**, the City's current municipal court software is not compatible with the E-citation software being implemented by the Cody Police Department, and

**WHEREAS**, the proposed software module interfaces with the E-citation program and has additional features to improve the efficiency of the municipal court process and

**WHEREAS**, promoting work efficiency by utilizing technology is one of the City Council's goals and objectives.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY** that the City of Cody hereby encumbers ARPA funds in the estimated amount of \$39,074 to purchase a municipal court software program.

PASSED, APPROVED AND ADOPTED ON THIS 19<sup>TH</sup> DAY OF MARCH 2024

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Mayor Matt Hall

ATTEST:

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Cynthia D. Baker, Administrative Services Officer

## **AGENDA ITEM SUMMARY REPORT**

### **Tyler Technologies Software as Service Contract**

#### **ACTION TO BE TAKEN:**

Authorize the Mayor to sign a contract with Tyler Technologies for the Enforcement Mobile (e-citations) and the Municipal Justice (court management) software programs, contingent upon approval by the City Attorney.

#### **SUMMARY OF INFORMATION**

The Fiscal Year 2023-2024 budget includes a software upgrade in the Police Department for an E-citation program. The program selected by the Police Department was Tyler Technologies Enforcement Mobile. Since Tyler Technologies also provides a municipal court software solution that integrates with the E-citation program we reviewed and evaluated their Municipal Justice program.

The City has been using the current court software provided by Caselle since 2007. There have been very few upgrades to this program and many functions are performed manually such as citation entry, warrant entry and dispositions, and creating notices and letters to defendants and attorneys.

The Tyler Technology Municipal Justice program will eliminate redundant manual entries and has many features that far exceed the capabilities of our current court management software such as:

- Cloud-based platform
- E-citations are automatically uploaded from the Enforcement Module to the Justice program.
- Defendants have access to an online portal allowing them view their cases, make online payments, request court dates, and E-file documents.
- Electronic court check-in for defendants.
- Case files are immediately available electronically to the City Attorney.
- Ability to send automated email and text notifications to officers, defendants, and attorneys.
- Ability to update multiple cases at one time.
- Integrated templates to automatically generate letters and notices.
- Warrants can be automatically shared with law enforcement.
- Electronic content management of case files, notices, and media.
- Customizable and interactive court calendars and dockets.
- Access to over 80 standard reports and state-mandated reports, customizable reporting, and integration with Word and Excel.
- General Ledger and collection agency export interface.

One of the City Council's goals is to promote work efficiency by utilizing technology. This software program will allow the City to bring more efficiency to the court process, provide better access to defendants by making common tasks such as paying fines and court appearances easier, and improves communications with defendants, the Police Department, and attorneys.

#### **FISCAL IMPACT**

Tyler Technologies has provided a bundled proposal with the following costs:

	One-time implementation fee	Annual Service
Enforcement Mobile	\$15,345	\$14,504
Municipal Justice	\$39,074	\$22,866
Total	\$54,419	\$37,370

**AGENDA ITEM NO. \_\_\_\_\_**



The current Police Department budget includes the implementation fee and first year service cost in the amount of \$29,849. At the City Council work session on February 27, 2024 staff proposed using \$39,074 in ARPA funds to start the court software upgrade at the same time the Police Department is implementing E-citations. Implementation costs will be billed on a monthly basis as work is completed rather than as one upfront payment. The implementation time frame for the Municipal Justice module is approximately 12 months so the first annual service fee would be billed upon completion.

**ATTACHMENTS**

1. Tyler Technologies Software as a Service (SaaS) Agreement
2. Informational flyer



## 01 A ticket is issued and a case is initiated

From electronically issuing a ticket that instantly uploads the information into the court's case management system to sending an automatic text message alerting the defendant of payment options, the Municipal Justice software suite has everything you need to efficiently share data with law enforcement – without using a third party vendor.

**Automating the Ticketing Process**



## Many cases are resolved online 02

With the intuitive online case resolution tools available in Municipal Justice, a defendant can immediately pay a fine or select other options to take care of the ticket in a timely manner, including:

- Online Payments
- Request a Program
- Request a Court Date
- Compliance Dismissal
- Online Hearings Using Virtual Court



## 03 The court prepares its case docket

When a case can't easily be resolved online, you can use Tyler's industry-leading Municipal Justice case management system to easily prepare dockets, including the capability to issue subpoenas and send officer notification emails from a customizable home page.



## Court begins 04

With state-of-the-art features like virtual court and jury management, the Municipal Justice system has everything your court needs to conduct business quickly and efficiently. Directly integrated into the software are time-saving tools like defendant check-in and a live docket that allows you to make real-time changes to cases.



### 05 Defendant stays connected

Throughout the life of the case, the court can send automated text reminders about hearing dates, payments, and more.



### Keeping cases up to date 06

The Municipal Justice suite comes with its own easy button that allows you to make updates to cases one at a time or in bulk! You can easily customize the software to reflect your court's current business practices by personalizing user-defined fields.



### 07 Processing payments and resolving the case

From online payments to offsite kiosks to intuitive integrations with your city's financial software, Tyler's Municipal Justice software was designed to help you make it easy for defendants to pay citations and resolve their cases.



### Issuing a warrant 08

Despite offering opportunity after opportunity to resolve a case, there will always be some defendants that do not comply. For this reason, Municipal Justice integrates with the leading public safety software to make sharing information between jurisdictions automatic. Plus, you can easily alert a defendant of a warrant using text notifications.

## **FLEXIBLE COURTROOM & TRIAL DOCKETING**

*For ultimate control*

- Customize docket views, distributions and defendant grouping
- Live docket for instant case updates in the courtroom
- Automate after-court processing and reporting

## **CASE MANAGEMENT CENTER**

*Powerful case management*

- Efficient batch processing for court activities and reports
- Case workflow streamlines reviewing, updating and processing
- User-friendly security parameters to keep data secure

## **SCHEDULING**

*Save court's time and reduce  
court-related overtime*

- Simplified court calendar for fast and easy viewing
- Customized sessions and cases for better time management

## **REPORTING**

*Comprehensive reporting for custom analytics  
and mandatory reporting*

- Access more than 80 standard reports including all state-mandated reports
- Easily create reports with built-in reporting tool
- Integrate with Microsoft Word, Excel and other applications
- Review cases before reporting via hyperlinks

[Home](#)
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[Building Projects](#)
[Business Licenses](#)
[Call Center](#)
[Municipal Court](#)
[Utility Billing](#)

[Payment Info / Manage Court / Search / Select Payment Option](#)

## Select Payment Option

Search for Citation Number #100385, Date of Birth 11/13/1983 [back to unpaid violations](#)

### Make a Payment

Violation	Citation	Balance	Payment
SPEEDING 77 MPH in a 65 MPH zone Due: 8/17/2011	100385	\$161.00	\$161.00 <input checked="" type="checkbox"/>
NO DRIVER'S LICENSE Due: 8/17/2011	100385	\$224.00	\$224.00 <input checked="" type="checkbox"/>
<b>Subtotal *</b>		<b>\$385.00</b>	

\* Because one or more of the violations you selected for payment can be partially paid, the subtotal reflects the amount owed if the total balance of all violations is paid. You will be able to alter this amount in a later step before submitting your payment.

[Continue to Make a Payment](#)

### Deferred Adjudication

You are only allowed to select 1 non moving violation for Deferred Adjudication. You must select which violation you would like to handle before continuing.

Type	Violation	Citation	Complete By	Payment
Non Moving	SPEEDING 77 MPH in a 65 MPH zone	100385	9/26/2011	\$166.00 <input checked="" type="checkbox"/>
Non Moving	NO DRIVER'S LICENSE	100385	9/26/2011	\$229.00 <input checked="" type="checkbox"/>
<b>Subtotal</b>				<b>\$395.00</b>

[Continue to Deferred Adjudication](#)

### Defensive Driving

Violation	Citation	Complete By	Payment
SPEEDING 77 MPH in a 65 MPH zone	100385	9/26/2011	\$171.00 <input checked="" type="checkbox"/>
NO DRIVER'S LICENSE	100385	9/26/2011	\$234.00 <input checked="" type="checkbox"/>
<b>Subtotal</b>			<b>\$405.00</b>

[Continue to Defensive Driving](#)

### Extensions

Violation	Citation	Court Date	Payment
SPEEDING 77 MPH in a 65 MPH zone	100385	Current: 8/17/2011 4:15:00 PM New: 9/30/2011 4:15:00 PM	\$50.00 <input checked="" type="checkbox"/>
NO DRIVER'S LICENSE	100385	Current: 8/17/2011 4:15:00 PM New: 9/30/2011 4:15:00 PM	\$50.00 <input checked="" type="checkbox"/>
<b>Subtotal</b>			<b>\$100.00</b>

**Need Help?**

- [Contact Us](#)

**Hours:**  
Monday - Friday  
8:30 a.m. - 4:30 p.m.

## CITIZEN ONLINE ACCESS

Your citizens are accustomed to using the Internet for a wide variety of financial applications. With Incode, you can offer your citizens the same benefits for their municipal court obligations. They can do an online search, schedule defensive driving, pay their tickets and request deferred adjudication 24/7. This not only gives your citizens flexibility, but also reduces foot traffic and shortens lines at your customer service windows.



- **Content Management:** Case files, notices, paper documents and media are electronically filed and archived for easy search and retrieval within Incode
- **Output Processor:** Group export notices, letters and reports for electronic distribution and archival
- **Electronic Signatures and Biometrics:** Securely capture court and non-court personnel signatures and fingerprints and electronically attach to case files
- **Defendant Notification:** Paperless communication tool automatically calls defendants informing them of unpaid citations, warrant notices, appointments and more



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Cody, Wyoming.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, 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.

- **“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.

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.

## **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 travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. 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 to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we 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 do not 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), 1.5 TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 1.5 TIMES 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                  |

[Signatures to Follow]

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 Cody, Wyoming

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 Cody  
1338 Rumsey Avenue  
Cody, WY 82414  
Attention: Finance

*With a copy to:*

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

*With a copy to:*

City of Cody Police Department  
1402 Riverview Drive  
Cody, WY 82414  
Attention: Police Chief



## **Exhibit A**

### **Investment Summary**

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

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**Exhibit A**  
**Schedule 1**  
**Enforcement Mobile Pricing**  
**Investment Summary**

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## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 12,575
Third-Party Products	\$ 0
Other Cost	\$ 0
Estimated Travel	\$ 2,770
<b>Total One-Time Cost</b>	<b>\$ 15,345</b>
Annual Recurring Fees/SaaS	\$ 14,504
Tyler Software Maintenance	\$ 0



Quoted By:  
Quote Expiration:  
Quote Name:

Robert Hamburg  
3/19/24  
Cody, WY PD

**Sales Quotation For:**

City of Cody, Wyoming  
1338 Rumsey Avenue  
Cody, WY 82414  
Phone: 307/527-7511

**Shipping Address:**

Cody Police Department  
1402 River View Dr  
Cody, WY 82414  
Phone: 307-527-8700

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
<b>Enforcement Mobile</b>				
License				
REF License - MDC or TABLET [23]	23	\$ 480	\$ 1,656	\$ 9,384
<b>Interface</b>				
Interface: Sunridge Systems RIMS Records Mgmt System	1	\$ 2,560	\$ 0	\$ 2,560
Interface: Wyoming Supreme Court Case Mgmt System	1	\$ 2,560	\$ 0	\$ 2,560
<b>TOTAL</b>				<b>\$ 14,504</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					

Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up Fees - Third Party Hardware	23	\$ 50	\$ 575	\$ 575	\$ 0
Set Up & Config	1	\$ 14,500	\$ 7,000	\$ 7,500	\$ 0
Project Management	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
<b>TOTAL</b>				<b>\$ 12,575</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 14,504
Total Tyler Services	\$ 12,575	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Contract Total</b>	<b>\$ 27,079</b>	
<b>Estimated Travel</b>	<b>\$ 2,770</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_  
2023-428919-X0P8G2

Date: \_\_\_\_\_



Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_

### Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

#### Assumptions

Tyler's Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions. Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting. Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment. Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data

used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri.

Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee. The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive.

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

Enforcement Mobile quote includes the following:

- MDT configuration- Panasobnic CF-33 w/intgrated scanner
- Citation licenses (23)
- eCitation task (Traffic and local citations)
- eWarnings (All citation types)

- RMS interface (Sunridge RIMS)\*
  - Court interface (Wyoming Supreme Court System)
  - Hardware setup (Existing Brother thermal printers and barcode asset tags)
  - All services to manage, implement and train-the-trainers
- \*Third party vendor may charge an interface fee, please consult with your vendor representative



**Exhibit A**  
**Schedule 2**  
**Municipal Justice Pricing**

**Investment Summary**

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*Sales quotation to be inserted prior to Agreement execution.*

*[Page intentionally left blank – sales quotation to be inserted prior to execution]*



## Exhibit B

### Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Professional Services.**
  - 2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced as delivered.
3. **Third-Party Products.**
  - 3.1 *Third-Party Software License Fees:* License fees for Third-Party Software, if any, are invoiced when we make it available to you for downloading.
  - 3.2 *Third-Party Software Maintenance:* The first year maintenance for the Third-Party Software, is invoiced when we make it available to you for downloading.
  - 3.3 *Third-Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
  - 3.4 *Third-Party SaaS:* Third-Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year 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. **Expenses.** The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred 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](mailto: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 (2) hours before or after the requested departure time, assuming that flight does not add more than three (3) 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 (2) 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](http://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:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*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](http://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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to



assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## 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.



**Exhibit D**  
**Statement**  
**of Work**

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# City of Cody

## SOW from Tyler Technologies, Inc.

2/28/2024

Presented to:  
Leslie Brumage  
PO Box 2200  
Cody, WY 82414

Contact:  
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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 City (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
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the City 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 City’s complexity and organizational needs.



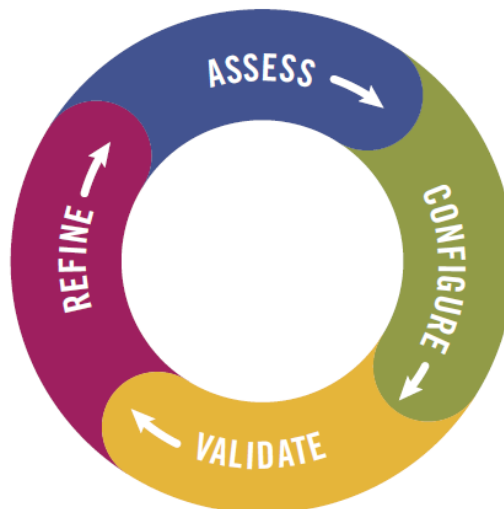
## Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City 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 City'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.



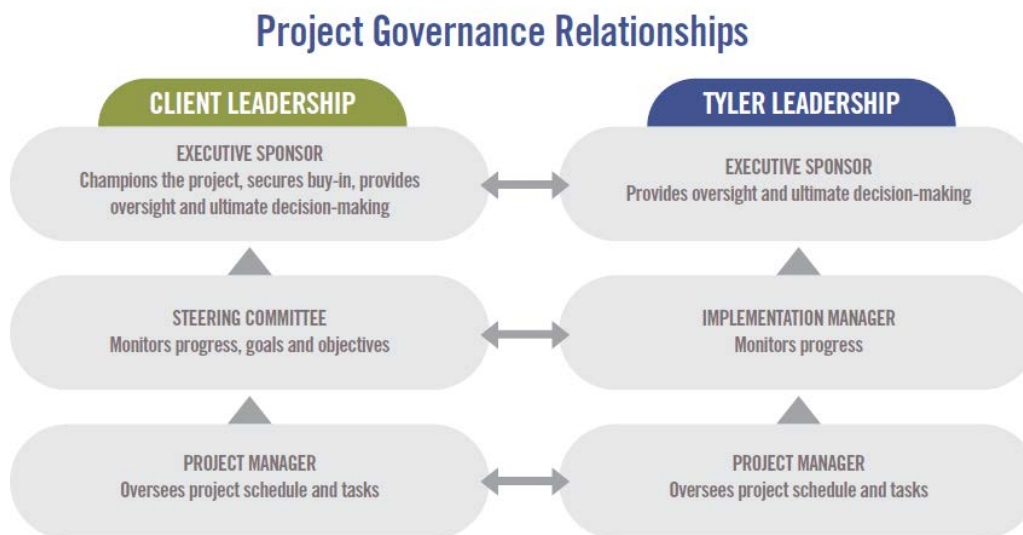
# Part 2: Project Foundation

## 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.

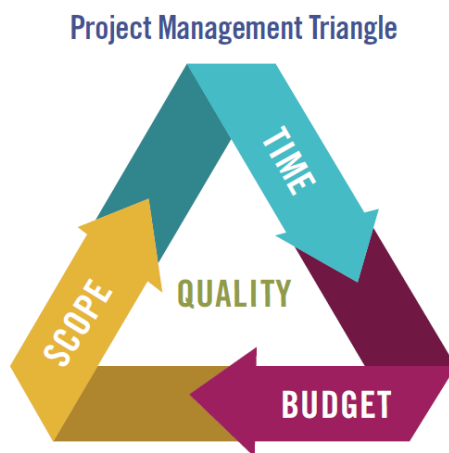
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City 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 City 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 City; for example, the City 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 City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City 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 City). 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.



## 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 City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City 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 City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City 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 City 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 City 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 City 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 City does not agree the Deliverable or Control Point meets requirements, the City 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 City 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 City 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 City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City 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 City'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 City'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 City 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 City, the Tyler Project Manager provides regular updates to the City 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 City 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 City 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 City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City '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 City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City 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 City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City 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.



## 5.2 City Roles & Responsibilities

City 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 City Executive Sponsor

The City 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 City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

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

### 5.2.2 City Steering Committee

The City 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 City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City 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
  - City Policies
  - Needs of other client projects

### 5.2.3 City Project Manager

The City 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 City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City 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 City project manager(s) are responsible for reporting to the City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City 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 City staff during and after implementation.



- Participate in conversion review and validation.

### 5.2.6 City 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 City 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 City 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 City's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City 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 City'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 City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 City 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 City.

### 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 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	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 City 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 City 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 City's team. During this step, Tyler will work with the City 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 City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
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						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		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 City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City 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 City'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 City 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 City 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								City						
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
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	City provides acceptance of schedule based on resource availability, project budget, and goals.

#### Work package assumptions:

- City 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. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

#### Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler								City								
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
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						



Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City 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 City 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								City								
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 This work package is not applicable.

### 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 City
- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City 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 City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City 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 City for current and future state analysis.

STAGE 2	Solution Orientation
---------	----------------------



	Tyler								City								
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
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
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 City 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 City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City'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	City



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	City 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:

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

### 6.2.3 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								City								
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
Extract Data from Source Systems			I		C						A						R
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	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City 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 City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.4 This work package is not applicable.

#### 6.2.5 This work package is not applicable.

#### 6.2.6 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 City 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 City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
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 with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City 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 City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City 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 City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

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

STAGE 3	Configuration																
	Tyler								City								
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 City 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 City is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

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

#### Objectives:

- Ensure that the City 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								City								
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 (City 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 City-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 City-specific process documentation (completed by City)	

#### Work package assumptions:

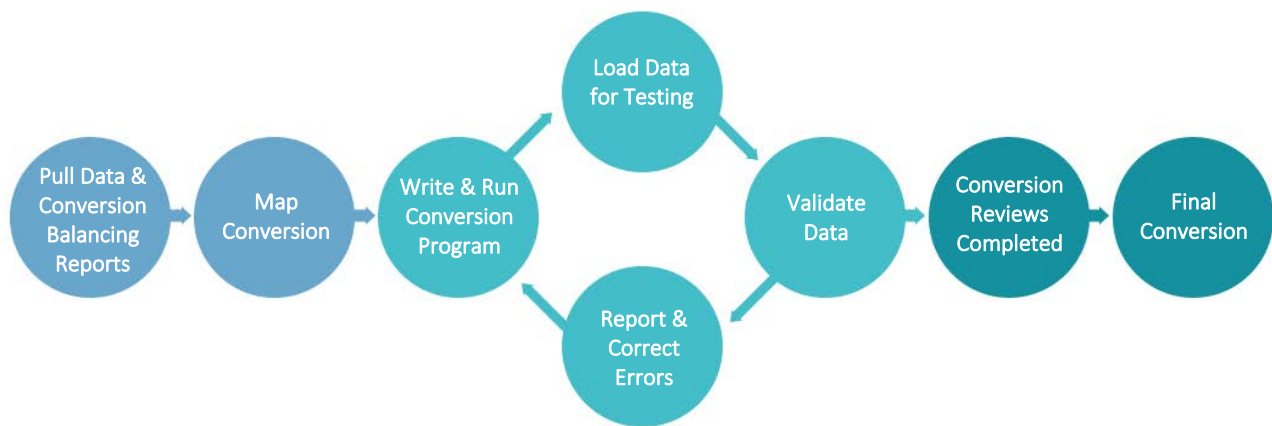
- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City'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 City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City 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								City								
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 City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City 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 This work package is not applicable.

### 6.3.7 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 City 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 City 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 City 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 City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
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	City 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 City 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 City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City 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								City								
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
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 City

#### 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. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City 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 City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
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 (City-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	City signoff that training was delivered

#### Work package assumptions:

- The City 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 City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City 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 City 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 City 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 City and Tyler will complete work assigned to prepare for Go-Live.

The City 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 City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City 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.
- City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City



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	City confirms data is available in production environment

#### Work package assumptions:

- The City 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 City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City 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 City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

#### Objectives:



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

STAGE 5	Transition to Client Services																
	Tyler								City								
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 City 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								City							



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 City 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 City for systems implemented in the Phase.

### Objectives:

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

STAGE 6	Phase Close Out																
	Tyler								City								
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	City
	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 City 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 City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
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 City 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	City 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 City 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 City 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 City 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 City 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 City to make process changes.
- The City 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, City is responsible for managing Organizational Change. Impacted City 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 City resources understand the value of the change, and why they are being asked to change.



## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City 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 City 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 City 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 City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City 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 City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City 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 City 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 City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

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



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	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]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	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.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	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].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	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.
<b>Data Mapping [where applicable]</b>	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.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	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]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	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.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	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.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	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).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	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.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



## 10. Additional Appendices

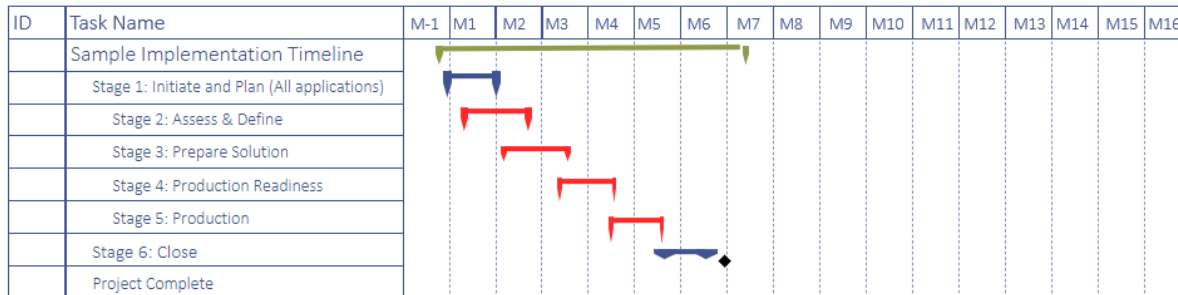
10.1 This work package is not applicable.





## 11. Project Timeline

### 11.1 Municipal Justice Timeline



# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

### 11.2 This work package is not applicable.



## ORDINANCE NO. 2024 - 01

### AN ORDINANCE AMENDING TITLE 10, CHAPTER 14, SECTION 1.C: NOTICE AND PUBLIC HEARING

#### BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 10, Chapter 14, Sections 1.C through 1.L. of the City of Cody Code, shall be amended as follows:

#### 10-14-1C: NOTICE AND PUBLIC HEARING

C. NOTICE AND PUBLIC HEARING. The Planning and Zoning Board ~~is the decision-making body for conditional use permits. The board~~ shall conduct a public hearing to obtain information pertaining to the request and the appropriateness of the conditional use permit. Notice of the hearing is required as follows:

1. Notice of the public hearing shall be given at least ten (10) days prior to the hearing by publication in the City's official newspaper and by USPS first class mail to the owners of all properties within ~~one hundred forty feet (140')~~ **three hundred feet (300')** of the subject property. The property owner list shall be based on the ownership data from the Park County ~~Map Server Program (or equivalent)~~ **Assessor's office records** on the day of the application.
2. The persons sending the notices by mail shall complete an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed.
3. The City Planner is granted authority to require or perform optional notice to inform ~~other~~ property owners **in addition to those within three hundred feet of the subject property**, lessees, utility providers, or others that may be affected by the conditional use, of the public hearing. Optional notice is not subject to the ten (10) day requirement, may take any form, and is completely discretionary. Optional notice, or lack thereof, shall not be ground for appeal. **If the**

City Planner requires additional notice, the expenses and costs for the additional notice shall be paid by the City.

D. Approval by Planning and Zoning Board or Governing Body

1. Subject to the requirements of this chapter, the Planning and Zoning Board shall have authority to approve, deny, or approve with conditions an application for a conditional use permit, except as described in section 2 below.
2. If there is a written protest against the proposed conditional use permit signed by the owners of twenty percent (20%) or more of the area of the lots within the three-hundred foot (300') notice area, the Governing Body shall be the decision making body for the proposed conditional use permit. The written protests must be received by the Community Development Department no later than the date and time established for written comments in the notice for the public hearing. When the City receives a written protest against the proposed conditional use permit signed by more than twenty percent (20%) or more of the area of the lots within the three-hundred foot (300') notice area, the Planning and Zoning Board shall, after conducting the public hearing, make a recommendation to the Governing Body to approve, deny or approve with conditions the proposed conditional use permit. If the Planning and Zoning Board fails to secure a vote of a majority of the Planning and Zoning Board on any motion for a recommendation, the application shall be considered as having "no recommendation".

- E. Standards of Review. The board or, if approval is required by the Governing Body, then the Governing Body, has authority to approve, impose conditions on, or deny condition use applications. When the Planning, Zoning and Adjustment Board reviews the application for a conditional use permit, a majority of the Planning, Zoning and Adjustment Board shall be required to approve the conditional use permit. When the City receives written protests by the owners of twenty percent (20%) or more of the area of the lots as described above, the conditional use permit application must receive an affirmative vote of at least three-quarters (3/4) of the Governing Body to approve the conditional use permit. The board or the Governing Body shall base its determination upon the following considerations. Negative impacts ~~shall~~ **may** be justification to impose condition on or deny the application.

1. Is the site large enough to accommodate the proposed use and meet all of the dimensional standards and development regulations of the zoning district in which the project is located?
2. Is the use at the scale or density proposed compatible with all other uses in the immediate area and with permitted uses that may be established in the area?
3. Does the proposed use involve activities, processes, material, equipment, hours of operation or any other operational characteristics that would be materially detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, dust, glare, odors, hazards, or similar impacts?
4. Does the proposal include provisions for necessary and desired public utilities and facilities such as potable water, fire hydrants, sewer, electrical power, streets, stormwater facilities and sidewalks / pathways?
5. Will the proposed use create excessive additional costs for public facilities and services that would be materially detrimental to the economic welfare of the community?
6. Will the proposed use result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of significant importance?
7. ~~Is the proposed use consistent with the applicable provisions of the Code Master Plan.~~

F. Conditioning Authority. The board, **or if approval is required by the Governing Body, then the Governing Body**, is authorized to impose conditions on the proposed use as necessary to ensure compliance with the provisions of this title and to mitigate or avoid negative impacts to neighboring properties or the general public health, safety and welfare of the community. Examples of such conditions may include, but are not limited to:

1. Limiting the size, height, location, or scale of the project or any component thereof.
2. Limiting the hours of operating of the use, or any component thereof.
3. Requiring sound-reduction methods.

4. Requiring screening of loading areas, storage areas, and other unsightly features.
5. Requiring dust control or surface improvements.
6. Limiting the duration of the conditional use permit to give opportunity for future review as the surrounding area becomes more developed.
7. Requiring the provision of on-site or off-site public facilities or services to serve the use.

G. Outstanding violations: The board, **or if approval is required by the Governing Body, then the Governing Body**, may withhold or delay issuance of a conditional use permit if there is an outstanding zoning violation that exists on the subject property, until the violation is remedied.

H. Filing Of Permit: If the conditional use permit is authorized by the board **(or by the Governing Body when so required)**, the city shall prepare a conditional use permit in a recordable format. The permit document ~~is to~~ **shall** include the date the conditional use was approved by the board **or the Governing Body**; a description of what was approved; any conditions, limitations and restrictions imposed on such conditional use; and, the "time limitations and expiration" language found below. The permit shall be signed by the Chair of the Planning and Zoning Board and recorded with the Park County Clerk and Recorder's Office within fifteen (15) days or as otherwise specified by the board **or Governing Body**. Recording costs is at the applicant's expense.

I. Time Limitations And Expiration

1. Unless specified otherwise by the board **or Governing Body**, development of a permitted conditional use shall commence within two (2) years of the granting of the conditional use permit, or the authorization shall expire. If the conditional use is associated with a building, commencing development shall be in the form of obtaining a building permit and starting construction on the project. If no building is associated with the conditional use, the conditional use activity shall commence within the specified deadline.
2. If a conditional use has been discontinued for one (1) year or more, the conditional use permit shall automatically become null and void and the activity shall not be reestablished except in accordance with the provisions and procedures of this title.

J. Transfers. Conditional use permits are ~~an entitlement~~ **granted** to the specific property for which the approval was granted and upon property

sale, ~~transfer or conveyance~~, the ~~entitlement~~ conditional use permit, if not otherwise revoked or expired pursuant to this ~~section~~ ~~chapter~~, transfers to the new owner(s) without further application or approval, provided, however, the new owner(s) shall be bound by the same time limits and conditions of approval as the original permit holder(s). A conditional use permit is not transferrable from one (1) property to another.

K. Modifications: A request to modify, expand, or otherwise change an approved conditional use permit ~~in a manner that is not in substantial conformance with the approve site plan and permit~~ shall be processed as a new application.

L. Revocation, Suspension or Modification By The Board.

1. A conditional use permit may be revoked, suspended, or modified by the board ~~or by the Governing Body if the conditional use permit was approved by the Governing Body~~, for cause upon ~~written~~ notice to the permit holder, and ~~after a~~ public hearing, for either breach or violation of any condition of approval or limitation of the permit; or, if the conditional use permit is operated in a manner so as to create a public nuisance as defined and regulated by ~~this~~ ~~the City Code~~.
2. If the board, ~~or the Governing Body if the conditional use permit was approved by the Governing Body~~, desires to revoke, suspend, or modify a conditional use permit, either on its own action or after ~~receipt of a formal~~ ~~written~~ complaint, the board ~~or the Governing Body~~ shall notify the permit holder of ~~its intention~~ ~~the complaint or proposed action~~ and provide the permit holder with the opportunity to contest the revocation, suspension, or modification in ~~the context of a~~ public hearing.
3. Notice of the public hearing shall be mailed to the property owner by ~~U.S. Mail~~, certified, return receipt ~~mail~~, at least fourteen (14) days before the public hearing. Notice shall also be provided to neighbors and the public in the same manner set forth for the application of a conditional use permit.
4. The board ~~or the Governing Body~~ may appoint a hearing officer to conduct the public hearing, and to make recommended findings of fact and conclusions of law, which shall be delivered to the board or Governing Body within thirty days after the public hearing. The board ~~or Governing Body~~ shall make findings of fact and conclusions of law ~~supporting their decision~~. ~~if they decide to revoke, suspend, or modify~~

~~the conditional permit. If the board does not decide to take such action, no finding of fact or conclusions of law shall be made.~~

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: \_\_\_\_\_, 2024

PASSED ON SECOND READING: \_\_\_\_\_, 2024

PASSED ON THIRD READING: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

**ORDINANCE NO. 2024 -02**

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 3: MEETING WITH PLANNING, ZONING AND ADJUSTMENT BOARD REQUIRED BEFORE BUILDING PERMIT ISSUED**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:**

Title 9 Chapter 2, Section 3 of the City of Cody Code, shall be amended as follows:

9-2-3: Meeting With Planning, Zoning and Adjustment Board Required Before Building Permit Issued.

Before the issuance of any permit under the International Building Code for commercial buildings situated within the City, the applicant, property owner and occupant shall meet with the Planning, Zoning and Adjustment Board to review the application and plans insofar as they pertain to the exterior of a commercial building and site plan conditions. The issuance of a permit shall be conditioned upon the applicant receiving an affirmative vote of a majority of the Planning, Zoning and Adjustment Board ~~members in attendance at said meeting.~~

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: \_\_\_\_\_, 2024

PASSED ON SECOND READING: \_\_\_\_\_, 2024

PASSED ON THIRD READING: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director