



City of Franklin

Mailing Address:
109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Work Session

Tuesday, August 25, 2026

5:00 PM

**Williamson County
Auditorium**

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Development Activity Report

Sponsors: Michael Walters Young, Katherine Harelson

2. Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 19, 2026

Sponsors: Milissa Reiersen, Monique McCullough

3. Consideration Of Event Permit For Franklin High School Homecoming Parade In Downtown Franklin On October 2, 2026

Sponsors: Milissa Reiersen, Monique McCullough

4. *Consideration Of Resolution 2026-75, A Resolution Authorizing The City Administrator To Allow For The Procurement Of A Mini-Packer For Use By The Parks And Recreation And Sanitation And Environmental Services Departments In An Amount Not to Exceed \$200,000.

Sponsors: Mark Hilty

5. *Consideration Of Resolution 2026-76, A Resolution Authorizing The City Administrator To Execute COF Contract No. 2026-0144 With Tyler Technologies For Financial Enterprise Resource Planning (ERP) Solution In The Amount Of \$1,582,320.00 For A Contract Term Of (3) Years.

Sponsors: Jason Potts, Kristine Brock, Margaret Wilson

6. *Consideration Of COF Contract No. 2026-0289, With Patsy Pence Revocable Trust For A Lease Agreement For 507 New Highway 96 West

Sponsors: Walter Denton, Shauna Billingsley

7. Consideration Of Amendment 1 To COF Contract No. 2025-0001, With Southvale, LLC For Parkland Impact Fee And Construction Agreement For Southvale

Sponsors: Lisa Clayton, Heather Eusebio

8. Consideration Of Amendment 1 To COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivison

Sponsors: Lisa Clayton, Heather Eusebio

9. Consideration Of Amendment 1 To COF Contract No. 2025-0110, With Boyle Nashville, LLC For Parkland Impact Fee And Construction Agreement For Harlin PUD

Sponsors: Lisa Clayton, Heather Eusebio

10. Consideration Of COF Contract No. 2026-0094, With Franklin Noon Rotary For Rotary Plaza At Jim Warren Park
WS 6/23/26

Sponsors: Lisa Clayton, Heather Eusebio

11. Consideration Of COF Contract No. 2026-0271, With NEOGOV For An Applicant Tracking System For The Human Resources Department For An Amount Of \$104,056.75

Sponsors: Kristine Brock, Sean Groves

12. Consideration Of Procurement Award And Of COF Contract No. 2026-0315 For Sanitary Sewer Pretreatment Services To Monitoring And Management Services LLC In The Amount Of \$93,960 For A Term of Award Of Three (3) Years

Sponsors: Michelle Hatcher, Wesley Wright

13. Discussion Of Water Management Department Owned Property At 113 Old Carter's Creek Pike For Future Uses

Sponsors: Michelle Hatcher

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 26-0956

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michael Walters Young, Chief Budget & Performance Officer
Katherine Harelson, Budget & Performance Analyst

SUBJECT:

Development Activity Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the development activity throughout the first two quarters of the 2026 calendar year and Fiscal Year 2026.

BACKGROUND/STAFF COMMENTS:

Each quarter, the Board of Mayor and Aldermen receives a report summarizing development activity within the community. For the first half of Calendar Year 2026, development activity in Franklin remains stable, with continued investment across both residential and commercial development. During the first six months of the calendar year, the City issued 517 building permits and 2,390 trade permits, representing a modest decrease in building permit activity compared to the same period in 2025. Despite the decline in permit volume, development continues to generate significant investment, with more than \$554 million in construction value and \$8.3 million in permit and impact fees collected during the first six months of the calendar year. For Fiscal Year 2026, the City issued permits for projects totaling \$891.2 million in construction value, the second-highest annual total of the past decade. Development activity continues across a variety of residential and commercial projects, including 599 new residential units started construction and more than 328,000 square feet of new commercial space.

Additionally, the Board of Mayor and Aldermen has requested quarterly updates on staff's progress in implementing recommendations from the Development Customer Survey. This report includes two updates related to these efforts. The first is an update on the Development Customer Satisfaction Surveys, which have received 77 responses with an average rating of 4.78 out of 5 stars. Staff will continue to monitor the survey results and highlight trends as they emerge. The second update is the addition of FIT Five reporting to the presentation. FIT Five measures were developed as part of the City of Franklin's Strategic Plan update and were included for the first time in the FY27 Budget.

Beginning with this report, the Community & Economic Development Program Area will provide the Board of Mayor and Aldermen with updates on FIT Five performance measures every six months to provide greater transparency into the performance and efficiency of development services.

FINANCIAL IMPACT:

There is no financial impact with this item.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the Development Activity Report.



HISTORIC
FRANKLIN
TENNESSEE

BOMA WORK SESSION –

DEVELOPMENT ACTIVITY REPORT



OVERVIEW

Mid-Calendar Year 2026

Development activity from January - June 2026

- Permitting Activity
- Permit & Impact Fees (Current & Trends)
- Housing & Construction Costs

Fiscal Year 2026

Development Activity from July 1st, 2025 - June 30th, 2026

- Permitting Activity
- Permit & Impact Fees (Current & Trends)
- Housing and Other Notable Developments

Survey Response Update

Next Steps



CALENDAR YEAR 2026: SIX MONTHS IN...



MID-CALENDAR YEAR PERMITTING ACTIVITY

	2022	2023	2024	2025	2026
Building Permits	582	495	582	577	517
Trade Permits	2,409	2,065	2,589	2,725	2,390
Fire Permits	N/A	N/A	153	201	183

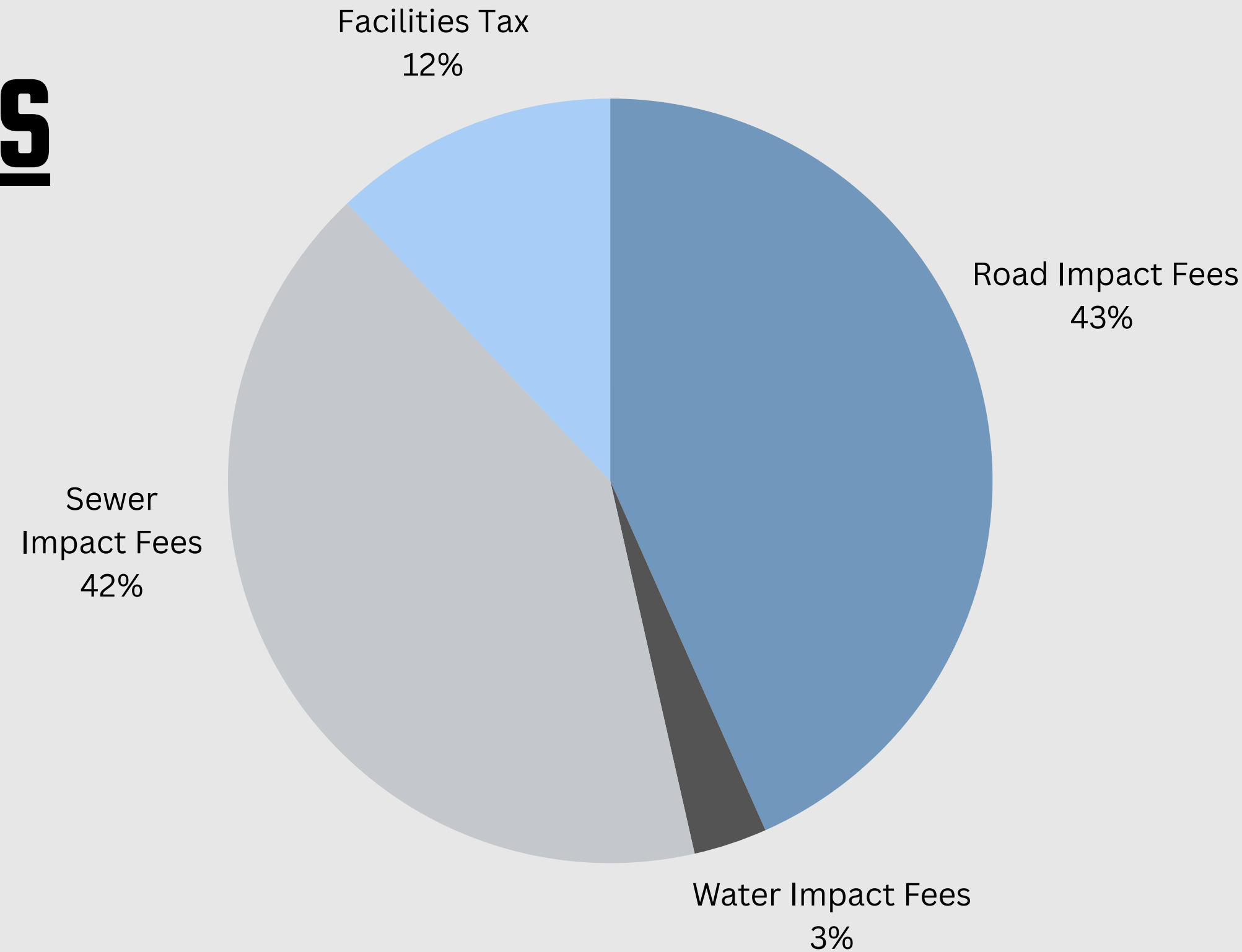
- Building permit activity through the first half of the calendar year remained stable, but it has decreased over the last two years (10% decrease from last year).
- Fire permits were introduced in 2023 and implemented fully in 2024. These permits were created to help separate fire suppression from the building permit so that it is easier for applicants.



PERMIT AND IMPACT FEES

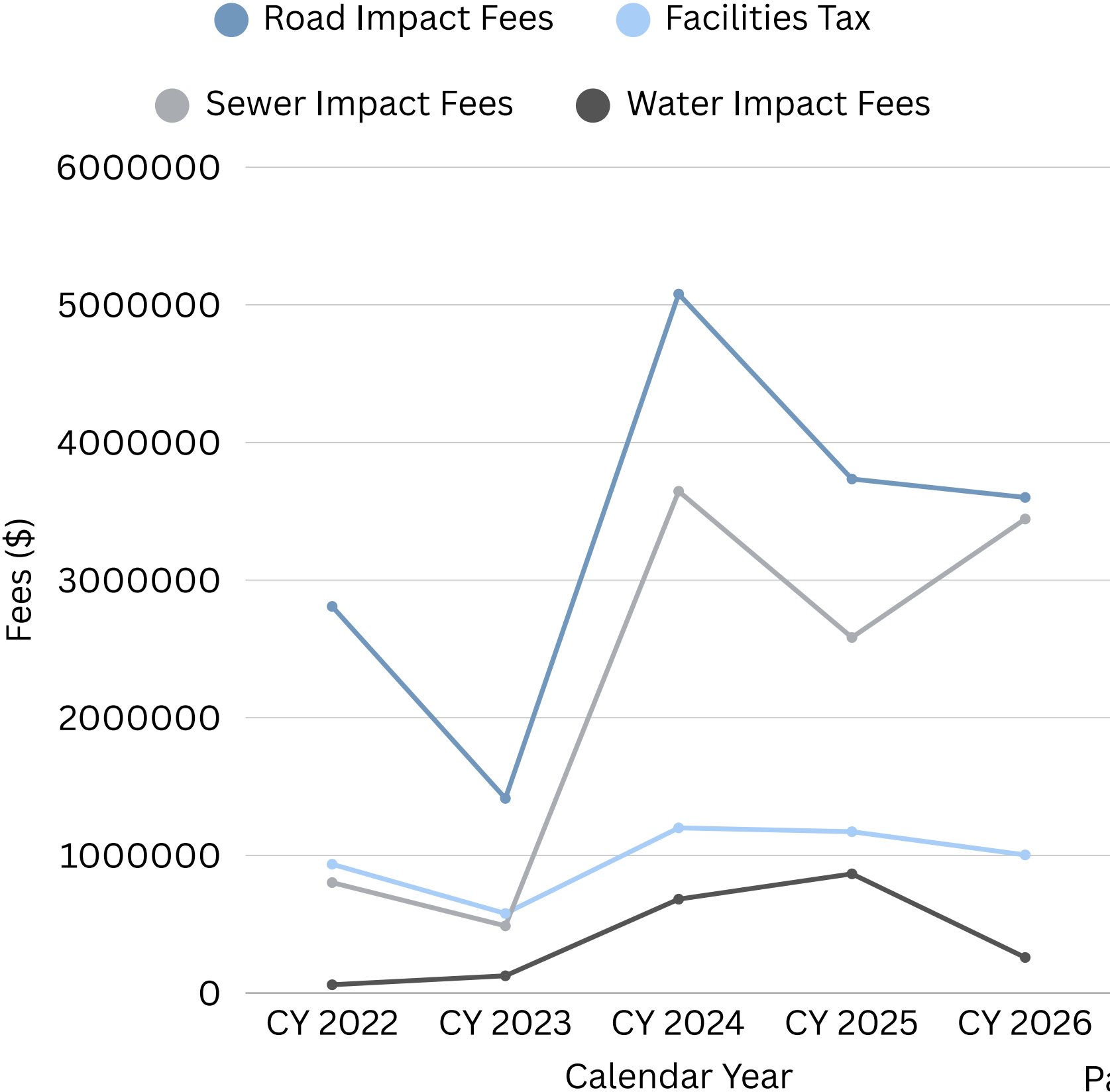
MID-CALENDAR YEAR

- **Permit Fees:** \$1,202,154
- **Road Impact Fees:** \$3,600,436
- **Water Impact Fees:** \$258,216
- **Sewer Impact Fees:** \$3,443,973
- **Facilities Tax:** \$1,003,490



MID-CALENDAR YEAR FEE TRENDS

	2022	2023	2024	2025	2026
Road Impact Fees	\$2,808,719	\$1,414,133	\$5,078,285	\$3,734,603	\$3,600,436
Facilities Tax	\$935,842	\$577,976	\$1,199,774	\$1,172,137	\$1,003,490
Sewer Impact Fees	\$802,518	\$487,948	\$3,645,442	\$2,583,238	\$3,443,973
Water Impact Fees	\$60,255	\$125,203	\$681,943	\$865,965	\$258,216



HOUSING & CONSTRUCTION COSTS MID-CALENDAR YEAR

New Dwelling Units Under Construction

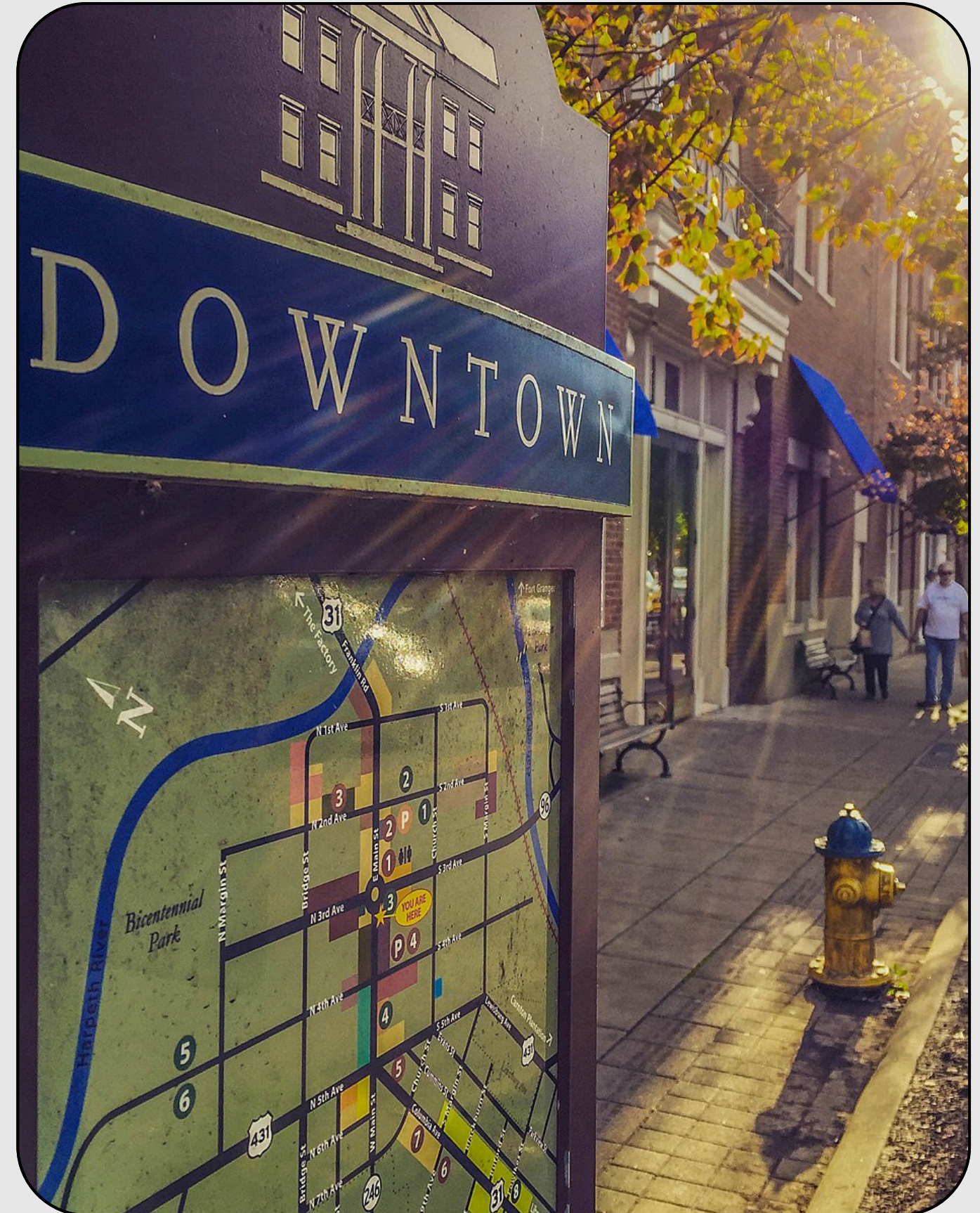
Single Family	Townhome	Multifamily
129 units	13 units	35 units

Construction Values

Residential	Non-Residential	Total
\$142,063,363	\$412,308,658	\$554,372,021



FISCAL YEAR 2026



FY26 PERMITTING ACTIVITY

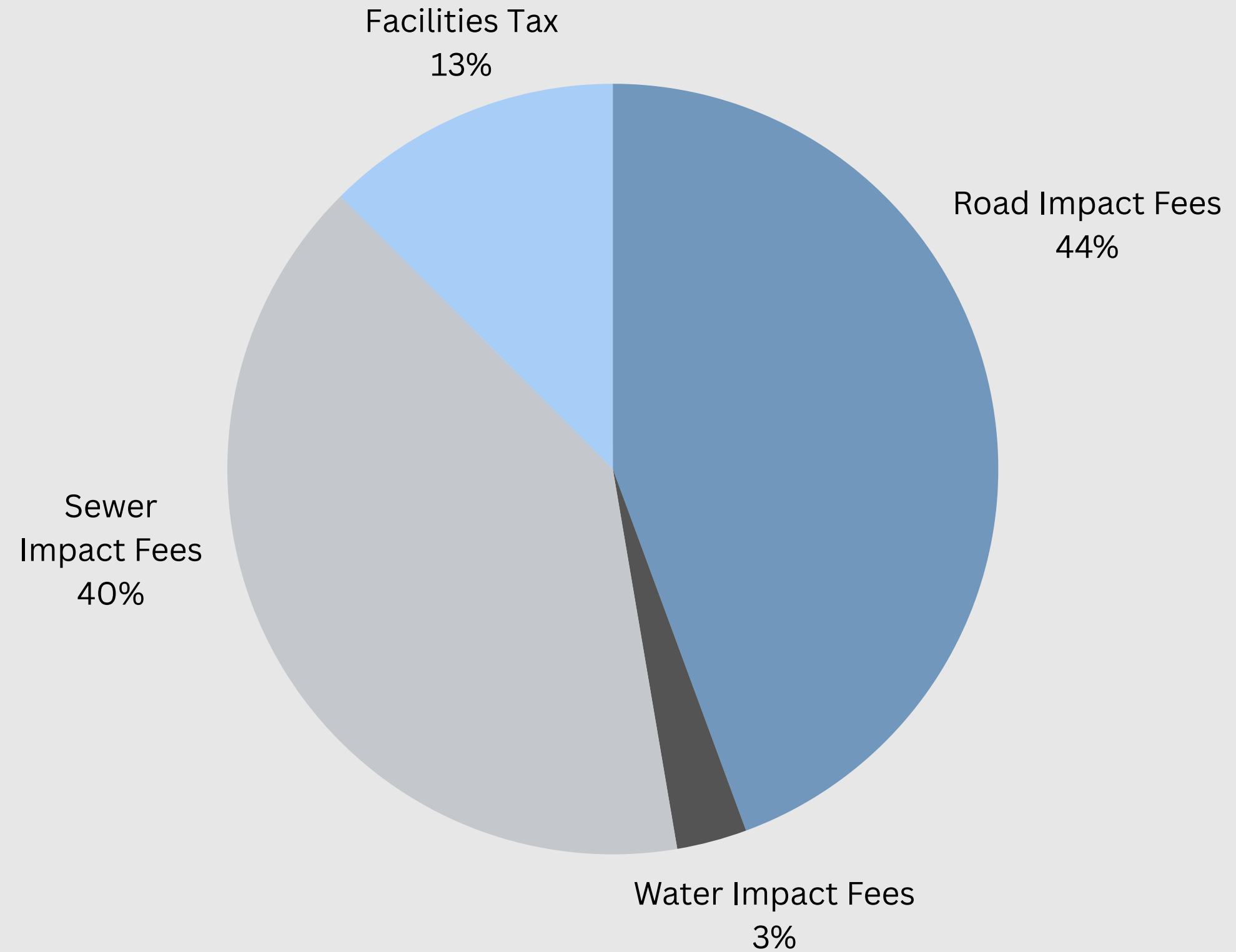
	2022	2023	2024	2025	2026
Building Permits	1,092	1,034	1,103	1,223	997
Trade Permits	4,478	4,254	5,098	5,544	4,687
Fire Permits	N/A	N/A	274	371	382
Other Permits	133	144	150	156	194
Total Permits Issued	5,703	5,432	6,625	7,294	6,260

- Construction activity decreased slightly in FY26 compared to the last five years.
- Many multi-year active projects are continuing construction, and there are several projects working through the entitlement process.
Development activity remains stable in Franklin.



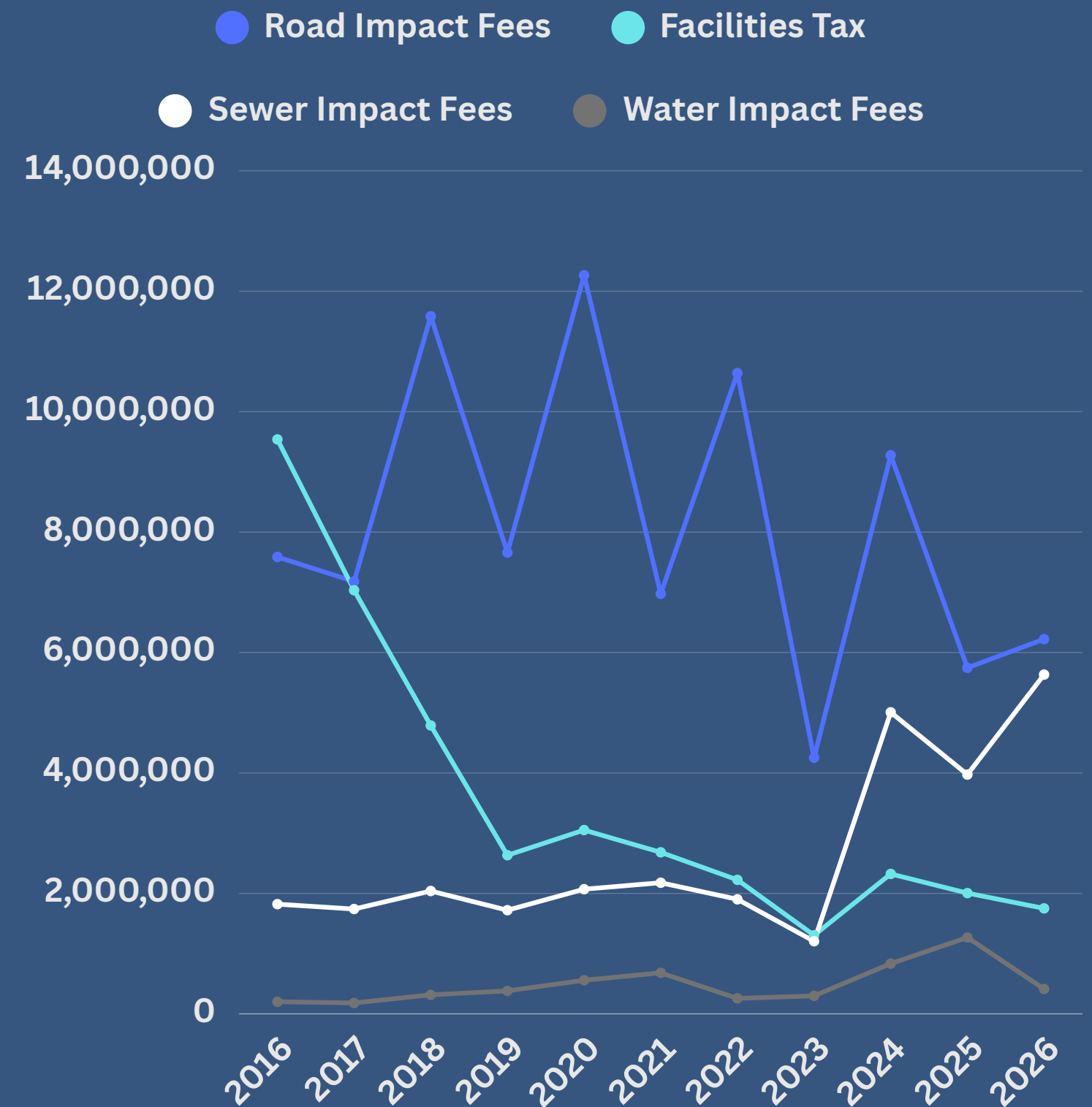
FY 26 PERMIT AND IMPACT FEES

- **Permit Fees:** \$2,246,671
- **Road Impact Fees:** \$6,222,431
- **Water Impact Fees:** \$412,564
- **Sewer Impact Fees:** \$5,633,669
- **Facilities Tax:** \$1,751,323



Impact Fees over the Last Decade

FY 2016 - FY 2026



Under Construction in FY26

Residential

Single Family: **212 dwelling units** started construction in FY26.

Townhomes: **44 dwelling units** started construction in FY26.

Multifamily: **343 dwelling units** (3 developments) started construction in FY26.

Commercial

Commercial Space Added: **328,709 sqft.**

Notable Developments

New City Hall!

Aureum PUD (Multifamily)

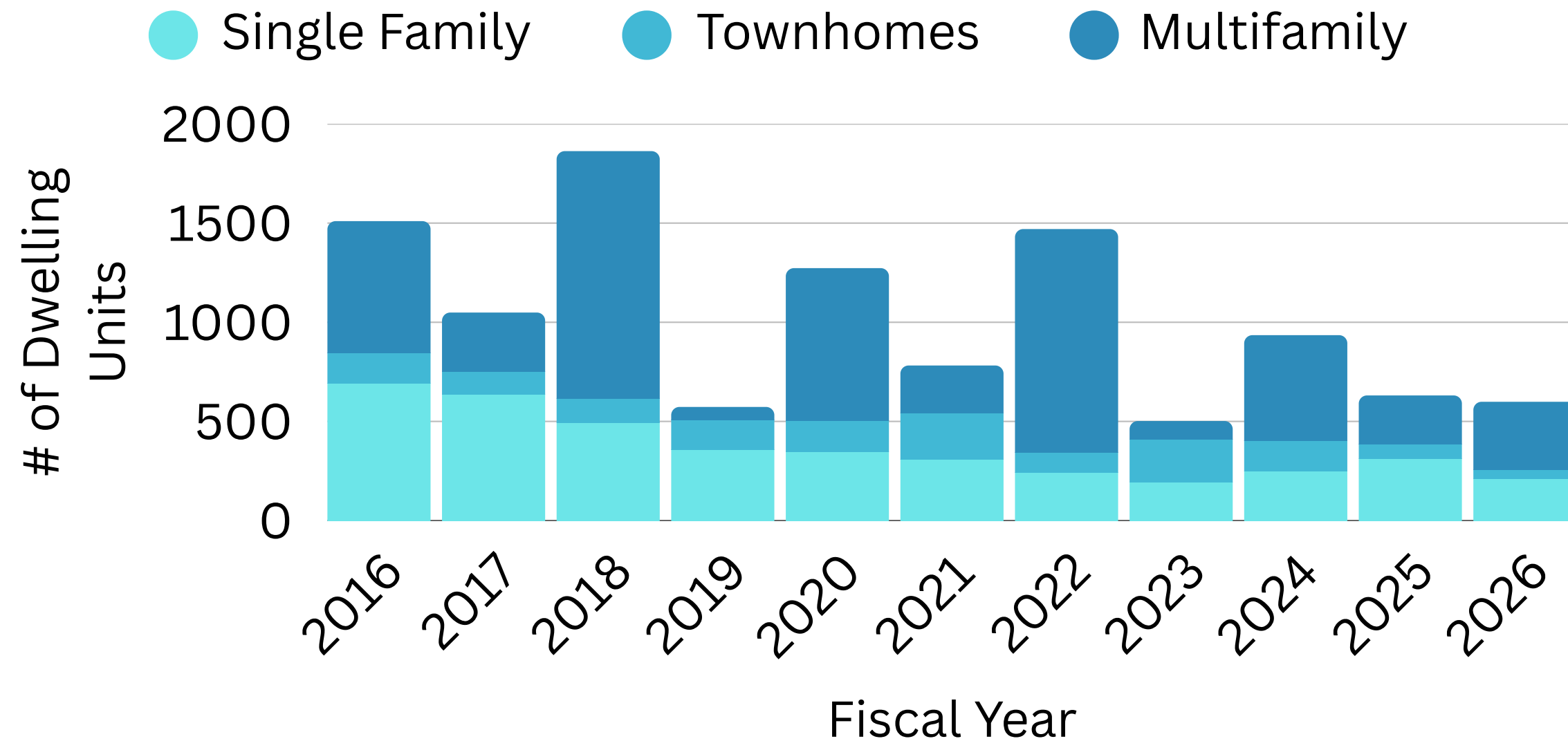
In-N-Out Burger Office Building



[In-N-Out Wiki](#)

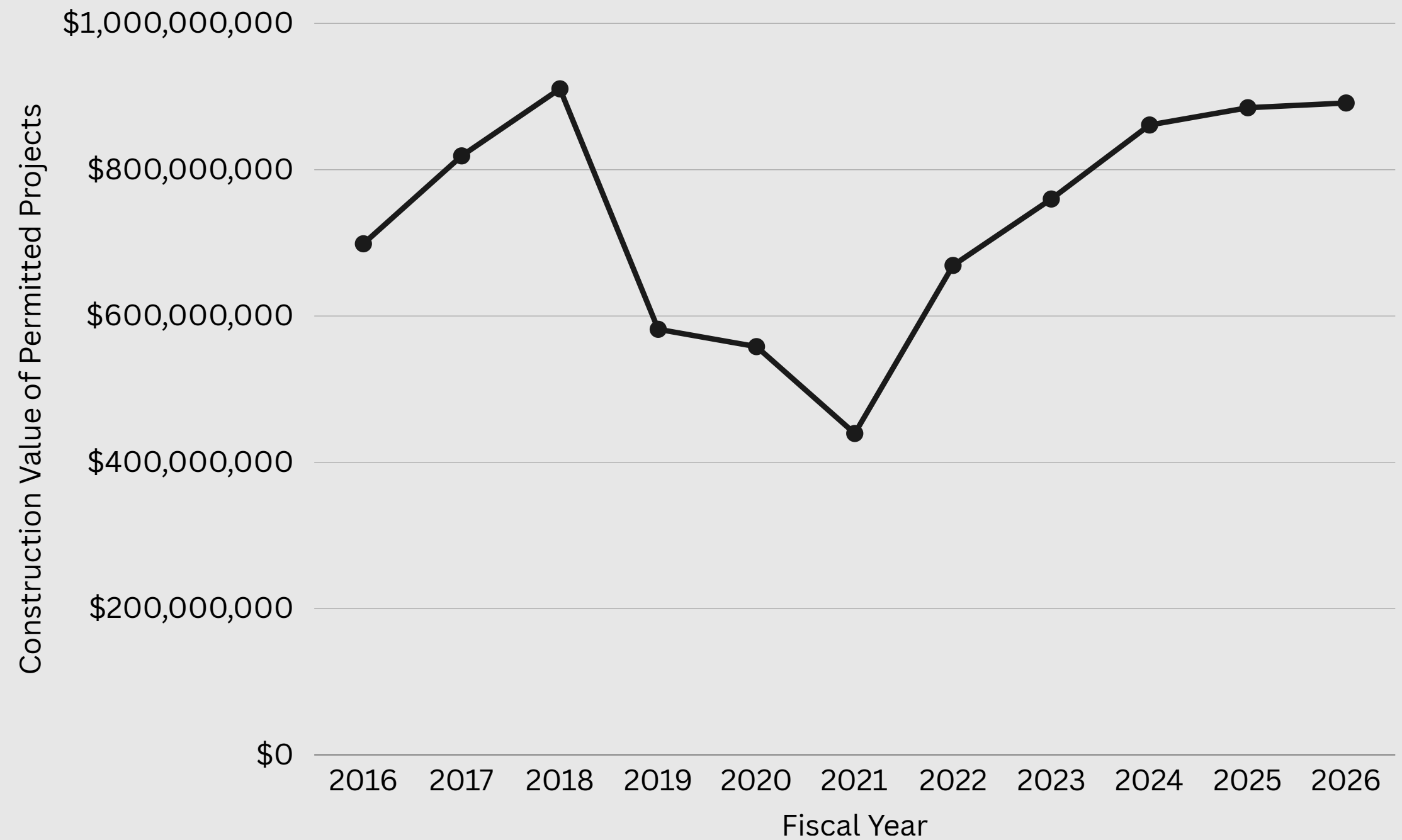


FY26 HOUSING TRENDS



Construction Value Trends (FY2016 – FY2026)

- The City of Franklin issued permits for construction projects that reached a **total value of \$891.2 million** for Fiscal Year 2026.
- The City finished the year with the second highest total construction value in a decade.





DEVELOPMENT SURVEY FOLLOW-UP

Quarterly Update

At the request of the BOMA, Staff will provide an update at least once a quarter on internal efforts to address recommendations that came from the last Development Customer Survey.

QR CODES – MINI SURVEYS

The mini surveys went live in early October 2025!

Total Responses	77
Average Rating	4.78 Stars

*“We build all over Nashville and honestly our experience w/**Franklin is the most efficient and the staff actually care about the projects that they are working on.**” - Anonymous Responder*

*“**Everyone is always so helpful. Feels like the people working there actually want to make things easier for the public and contractors, which is greatly appreciated.**” - Anonymous Responder*

*“**The updated COA application is great!**” - Anonymous Responder*

Mobile View

The screenshot shows a mobile app interface for a 'Satisfaction survey'. At the top, there is a header with the 'HISTORIC CITY OF FRANKLIN, TENNESSEE' logo and the title 'Satisfaction survey'. Below the header, the first question is '1. Please provide a rating of your experience.' followed by five empty star icons. The second question is '2. Do you have any additional feedback for us?' with a text input field labeled 'Enter your answer'. A 'Submit' button is located at the bottom of the survey area. The background of the app shows a city street scene. A 'Microsoft 365' watermark is visible at the bottom left of the screen.

Strategic Planning – The FIT 5

What is the FIT 5?

FIT Five stands for ***Franklin Indicator Tracking***, which all city departments have defined as the five most important performance measures that reflect their operational efficiency and connection with overarching city goals.

FIT Five measures have been established for the **FY2027 Budget**. This is still a work in progress, and tweaks will be made throughout the year.

Updates from the Community & Economic Development Program Area will be provided every six months during the Development Activity Report to ensure transparency on our key metrics of success.





FIT 5 – ENGINEERING & TRAFFIC OPERATIONS

1. Peak-Hour Travel Time Index (TTI) or 1.3 or better on at least 80% of roadway segments, based on INRIX Data.
2. Average number of plans reviewed per reviewer.
3. Average number of stormwater inspections per inspector per month.
4. Percentage of construction projects completed on time.
5. Percentage of capital projects delivered at or below the bid amount awarded by BOMA.



FIT 5 – PLANNING & SUSTAINABILITY

1. Staff hours spent annually on the creation and updates of long range plans and special projects.
2. Staff hours spent annually on research and amendments to the Zoning Ordinance and subdivision regulations.
3. Average number of current planning reviews per reviewer.
4. Amount (in dollars) of sureties held for the insurance of completed public assets.
5. Average number of historic preservation reviews per plan reviewer.



FIT 5 – BUILDING & NEIGHBORHOOD SERVICES

1. Time from plan submittal to permit issued.
2. Average number of review cycles per project.
3. Number of reviews per reviewer per week.
4. Number of inspections (building & municipal) per inspector per week.
5. Fees (permit & plan review) collected as percent of total department budget.

THANK YOU!





File #: 26-01034

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach & Special Events Supervisor

SUBJECT:

Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 19, 2026

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Westhaven Porchfest.

BACKGROUND/STAFF COMMENTS:

The Westhaven Foundation has requested the closure of a small portion of Front Street for their annual Porchfest event scheduled for September 19, 2026. The closure would be from 3 p.m. – 11 p.m. The main event, a ticketed concert, is being held at the Magli Green Park. Estimated attendance is 1100.

FINANCIAL IMPACT:

The applicant is responsible for Sanitation & Environmental Services costs and extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of the event application with the following recommendations:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire recommended number of City of Franklin extra duty officers.

Sanitation and Environmental Services Department:

- Applicant will contact Department to lease dumpsters and roll-out containers
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office

Billing and Licensing:

- Applicant must obtain a Beer Permit from the City's Beer Board.

EVENT INFORMATION

Event Name:

Porchfest

Will your event require any street closures?

Yes

To select your location, click anywhere on the map, type in an address in the search bar, or browse and select from our list of City Parks.

To indicate a street closure or route, select the starting and ending points anywhere on the map (you will upload your map later in the process). For parades or runs, you can also toggle to the “Routes” tab to view and select one of our pre-approved 5K routes.

Event Addresses

 Front Street

Event Times

 Event date and time:

09/19/2026 5:00pm — 09/19/2026 10:00pm

Provide the start time for street closure

Provide the start time for street closure

09/19/2026 3:00pm

Provide the end time for street closure

Provide the end time for street closure

09/19/2026 10:00pm

Estimated total number of attendees expected to attend during the course of the event (include any staff, volunteers, speakers, and performers)

1100

APPLICANT INFORMATION

Name of Applicant and Organization Requesting Permit

At least one applicant must be a resident of the City of Franklin, or the organization must be located within the City limits of Franklin.

Applicant Name

Jill Tomalty

Organization Name

The Westhaven Foundation

Address

188 Front St

City

Franklin

State

Tennessee

Zip Code

37064-3691

Phone Number

[REDACTED]

Email

[REDACTED]

Person in charge on day of event

Mark McCutcheon

Phone Number

[REDACTED]

Email

[REDACTED]

Provide two additional contacts available on the day of the event**Contact 1 Name**

Jill Tomalty

Contact 1 Phone Number

[REDACTED]

Contact 1 Email

[REDACTED]

Contact 2 Name

Amy Law

Contact 2 Phone Number

[REDACTED]

Contact 2 Email

[REDACTED]

In what city and state is your organization based?

Franklin, TN

Is your organization authorized to do business in Tennessee?

Yes

Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?

Yes

Upload your IRS tax exemption letter

 [westhaven 501C3.pdf](#)

EVENT DETAILS

Provide a detailed description of your event, including its activities, purpose, and suitability for all ages

This is an annual fundraiser for the Westhaven foundation. There will be music, food trucks, vendors and. a VIP tent with a meal.

Are you ready to provide a list of acts or performers?

Yes

Upload or provide a list of acts or performers

Upload your list of acts or performers

N/A

Provide a list of acts or performers

2 bands with about 8 -10 on stage total

Will parking in the area of the event need to be restricted or prohibited?

Yes

Will any sound amplification equipment be used during the event?

Yes

Will vendors be present at your event?

Yes

Will you charge a vendor participation fee?

Yes

What is the average vendor participation fee?

💰 0.00

Will you charge an admission fee?

Yes

What is the average admission fee?

💰 100.00

Will any charity, gratuity, or offers be solicited or accepted during the event?

No

Is this event a fundraiser?

Yes

Which organization will benefit from your event?

The Westhaven Foundation

What percentage of funds will the organization receive?

100

What type of vendors will you have? (i.e. medical related, shirts, arts, etc.)

food trucks, photo booths, aero bar, xfinity, the farm at natchez, ford classic homes, mikeys motors

Are you ready to provide list of vendors and sponsors?

Yes

Upload or provide a list of vendors and sponsors

Upload your list of vendors and sponsors

N/A

Provide a list of vendors and sponsors

see above

Will food, beverages, or merchandise be sold or given away?

Yes

Upload your clean-up and recycling plan

 [Clean-up Plan.docx](#)

Clean-up Provider

volunteers

Contact person who will be on-site during event

Mark McCutcheon

Phone Number

[REDACTED]

Email

[REDACTED]

Will you require a temporary water tap?

No

Will alcohol, beer, and/or wine be given away or sold?

Yes

Will your event include any of the following?

Site-built platforms/stages

Tents 400 sq. ft. or larger

Will any signs, banners, decorations, or special lighting be used at your event?

Yes

Describe in detail, including sizes and materials of banners and signs.

vinyl stage banners listing sponsors

Will you have your own private security (armed or unarmed) on site?

Yes

Security Company

JRM Private Security

Contact Person

Justin McKillop

Phone Number

[REDACTED]

Email

[REDACTED]

ATTACHMENTS

Clean-up Plan:

Westhaven Porchfest team and volunteers

Trashcans and dumpster reserved through the city of Franklin

On-site person –

Jill Tomalty



⚠ Event Map

Upload a detailed PDF map of your event site and/or route showing:

Street Closures

Include all roads and intersections requested closed. The City reserves the right to make changes to the request as it deems necessary for public safety and/or traffic concerns.

Parks

If the request is for a City park, a detailed layout must be provided with the application. The use of inflatables is prohibited in some parks. Examples of inflatables include, but are not limited to, jumpers, climbing walls, obstacle courses, décor elements, and promotional signage.

Stages, structures, and bleachers

Location, size, etc.

Tents and Canopies

Location, size, etc.

Parking

Event-holders must attach a parking plan that establishes where attendees will be directed to park their vehicles. Parking for attendees can be on-site or off-site to qualify. The parking plan should also note where vendors will be directed to park.

Bathrooms

Event-holders must provide bathroom access. You must specify where these restroom facilities are located on your event site plan sketch and whether they are handicapped accessible.

First Aid

Location of first aid facilities and ambulances.

Handicapped Accessibility

Event-holders should establish ADA-compliant ways for handicapped persons to park, access the event and ADA-accessible restrooms, and note them on the event site plan sketch.

Vendors

For events that have multiple vendors, the location of each vendor should be indicated on the map.

Beer, wine, or alcohol

Map(s) must indicate the location(s) where beer will be dispensed or consumed and will be the same maps used and included with the Beer Permit Application. Should the area(s) move during the event, the map(s) must show all areas and times for the dispensing or consumption of beer during the event.

If also submitting a CAD file, it must be in DWG format projected in TN State Plane NAD83.

Hand-drawn maps are not recommended but must be legible if used. The City reserves the right to modify or deny certain requested closures or routes as it deems necessary or public safety, resident access, and/or traffic control.

Upload your event map

Upload your event map

 [Westhaven Porchfest_Overall_COF Map.pdf](#)

⚠ Administrative Contact List

Attach a PDF contact list for the Chairperson and all other individuals involved in the management or control of the organization and/or committee that includes:

- Name
- Address
- Phone number

Upload your contact list

 [Administrative Contact List - 2026.docx](#)

❗ Certificate of Insurance

All special event organizers must provide a Certificate of Insurance (COI) showing proof of a Commercial General Liability (CGL) policy that covers claims related to event operations — including participant and spectator liability.

Minimum Requirements:

- Coverage limit: \$1,000,000 per occurrence
- Must list the City of Franklin, its officers, officials, employees, and volunteers as additional insured
- The CGL policy represents the minimum insurance requirement

Additional Notes:

- The City's Risk Management Office may require higher limits or additional coverage depending on the event type and risks involved.
- The City will review your event application before insurance documentation is received.
- Final approval will not be granted until proof of required insurance coverage is submitted.
- Do not delay your application submission while waiting for insurance documentation.

Are you ready to provide your Certificate of Insurance?

Yes

Upload your Certificate of Insurance in PDF format

 [INSURANCE - TWE.pdf](#)

❗ Good Neighbor Letter

Event organizers must inform all businesses and residents within a two (2)-block radius of the event. The notification should include:

- Date, time and location of event
- Date, time and location of all related street closures
- Use of amplified sound, if applicable
- Name, address, and phone number of event organizer
- Name, address, and phone number for City contact

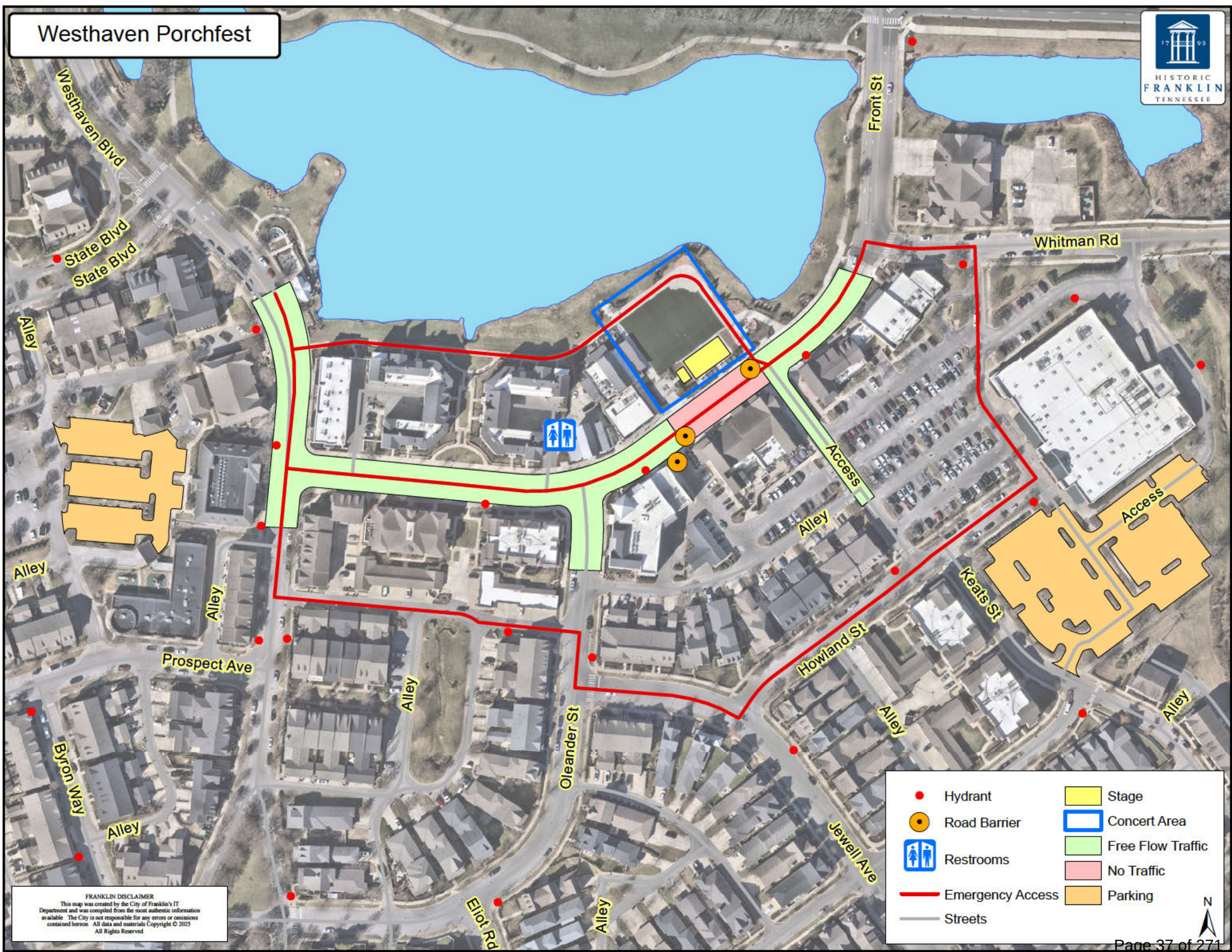
The notice should occur in sufficient time for the affected businesses and residents to voice any concerns prior to the event. The event organizer must provide the Special Event's office with a copy of the letter and a mailing list of whoever received the letter.

If the event takes place in Downtown Franklin, the event organizer should contact the Downtown Franklin Association (615-591-8500) to alert them to possible closures.

Upload your Good Neighbor letter

 [Good Neighbor Letter 2026.docx](#)

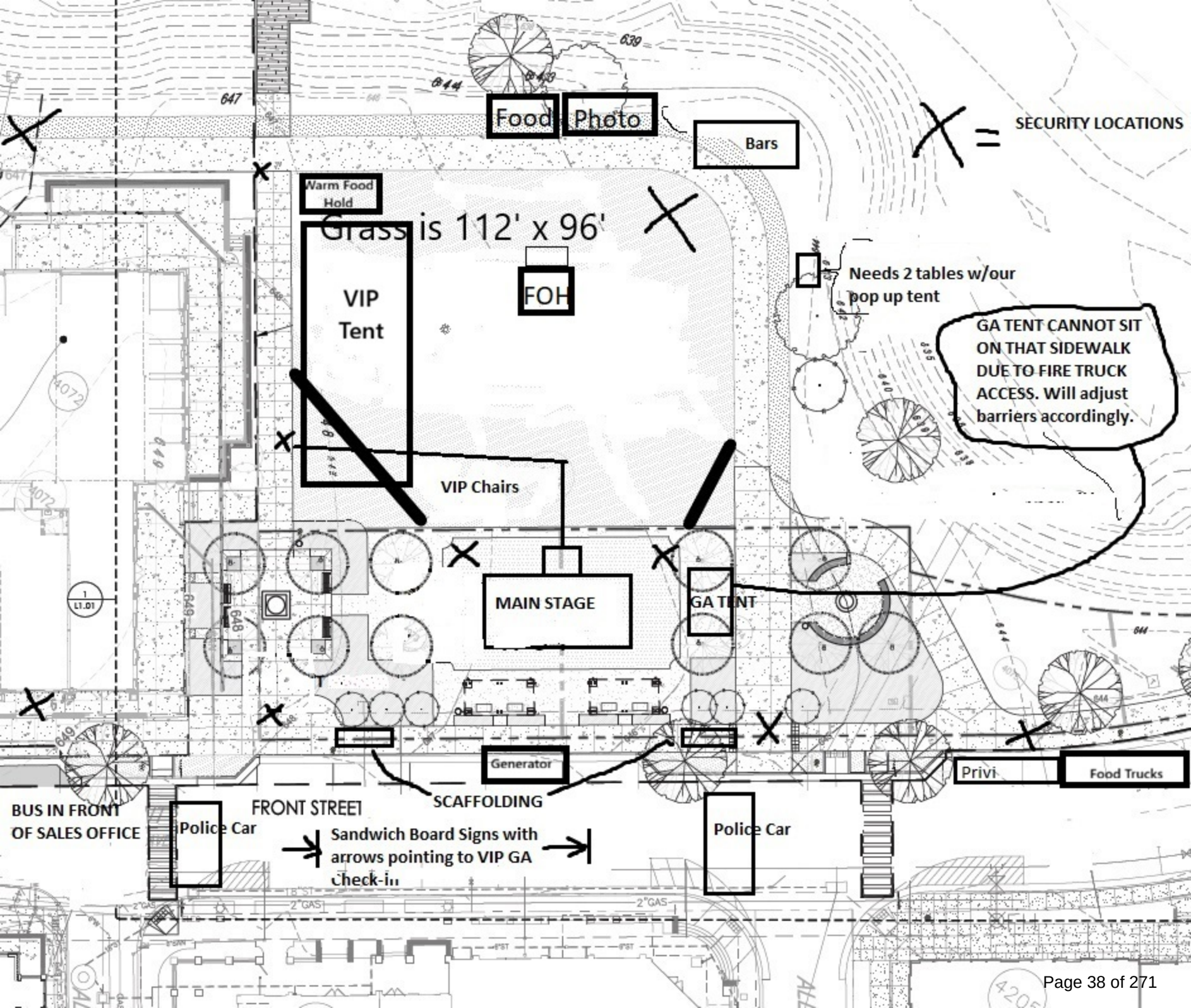
Westhaven Porchfest



- Hydrant
- Road Barrier
- Restrooms
- Emergency Access
- Streets
- Stage
- Concert Area
- Free Flow Traffic
- No Traffic
- Parking

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2025. All Rights Reserved.





BUILDING, STRUCTURES, AND POWER SOURCES

① Obtain a permit from the Building and Neighborhood Services Department

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

SOUND AMPLIFICATION

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (Offenses Against the Peace and Quiet), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

List all start and end times when amplified sound will be used

List all start and end times when amplified sound will be used

Start Date & Time

09/19/2026 5:00pm

End Date & Time

09/19/2026 10:00pm

Exact locations sound amplification equipment will be used (i.e. stage located on Second Avenue)

Sound location upload

 [COF PF 2024 sounds amplification map.docx](#)

Sound location describe

Band will play at Magli Green off Front Street in The Westhaven Neighborhood

For what purpose will sound amplification be used?
Please list all that apply

2 Bands

Type of Amplifier

PA System

Number of Amplifiers

4

Number of Speakers

4

Number of Performers

8

Contact information of at least two coordinators who will monitor the sound level and respond to complaints and violations

Sound Contact 1

Erik Parker

Sound Contact 1 Phone

Sound Contact 1 Email

Sound Contact 2

N/A

Sound Contact 2 Phone

N/A

Sound Contact 2 Email

N/A

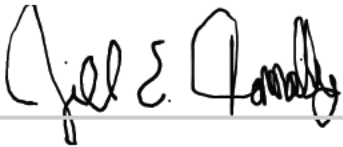
AGREEMENT AND SIGNATURE

Check each box to confirm that you have read and agree to the statements below:

- | | |
|--|---|
| <p>☒ I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.</p> | <p>☒ I/We agree, if holding the event on City property, to return the site to its pre-event condition at the conclusion of the event.</p> |
| <p>☒ I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.</p> | <p>☒ I/We agree to provide a copy of the signed permit to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.</p> |
| <p>☒ I/We do swear or affirm that all of the information given in this application is true and complete.</p> | <p>☒ I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.</p> |
| <p>☒ I/We do swear or affirm that the organization is located in the city limits of Franklin and/or one of the applicants is a resident of the City of Franklin, Tennessee.</p> | <p>☒ I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.</p> |
| <p>☒ I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.</p> | <p>☒ I/We understand that granting of permit does not imply granting of other permits that are separately required.</p> |
| <p>☒ I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.</p> | <p>☒ The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.</p> |

Amplified Sound

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Signature

Print Name

Jill E. Tomalty

Title

Director of Development - The Westhaven Foundation

STAFF REVIEW - CONDITIONS OF ISSUANCE**Conditions of Issuance - Special Event**

Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Conditions of Issuance - Billing and Licensing

Applicant must obtain a Beer Permit from the City's Beer Board.

Conditions of Issuance - Fire Operations

Applicant must adhere to requirements provided by the Fire Marshal's office

Conditions of Issuance - Police Department

Applicant will hire recommended number of City of Franklin extra duty officers.

Conditions of Issuance - Risk Management

Applicant will provide certificate of insurance naming the City as additional insured.

Conditions of Issuance - Sanitation and Environmental Services

Applicant will contact Department to lease dumpsters and roll-out containers
Applicant will provide volunteers to pick-up any trash associated with the event.

The information provided in this tool is subject to final approval by staff. Permit requirements, fees, and zoning information may be altered upon subsequent staff review. If you have additional questions about your zoning determination, please contact city staff.



File #: 26-01037

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach & Special Events Supervisor

SUBJECT:

Consideration Of Event Permit For Franklin High School Homecoming Parade In Downtown Franklin
On October 2, 2026

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Franklin High School Homecoming Parade.

BACKGROUND/STAFF COMMENTS:

Franklin High School has requested an event permit for their annual Homecoming Parade on October 2, 2026. The parade stages along West Main Street from Five Points to (approximately) 11th Avenue. The parade begins at 10:30 a.m. The parade route goes down Main Street to 3rd Ave North and ends at Bicentennial Park. Estimated attendance is 2,200.

FINANCIAL IMPACT:

Franklin High School is responsible for paying for any extra-duty Police Officers used to provide during the parade.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this event with the following conditions:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Applicant will work with School Resource Officers and the Williamson County Sheriff's Office for traffic control and security.

OFFICE USE ONLY

Permit No: _____



City of Franklin Special Event Permit Application

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply: Parade/March

1. **Name/purpose of event:** Franklin High School Homecoming Parade 2026

2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):

Main Street needs to be closed from 10:20 am - 11:00 am or earlier if the parade ends before 11:00. Parade will exit left onto 3rd Avenue.

3. **Date or dates of event:** 10/02/2026

4. **Start/End Times of Event:**

Parade Set-Up: begins at 9:15 am on the right side of W. Main Street between 7th and 8th Avenues. Parade Starts: 10:30 am

Parade Ends: 11:00 am

What date/time will set-up begin? 10/2/2026 9:15 AM

What date/time will tear-down be complete? 10/2/2026 11:00 AM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** (if applicable):

Main Street needs to be closed from 10:20 am - 11:00 am or earlier if the parade ends before 11:00. Parade will exit left onto 3rd Avenue.

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 1,200

Event Staff/Volunteers: 600

Total: 1,800

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**

Blake Lannom
Franklin High School
810 Hillsboro Road
Franklin, TN 37214

Person in charge on day of event: Blake Lannom

Cell: [REDACTED]

E-mail address: [REDACTED]

Name and Cell Number of at least two others available on day of event:

Name: Ray Scheetz

Cell: [REDACTED]

E-mail address: [REDACTED]

Name: Shane Pantall

Cell: [REDACTED]

E-mail address: [REDACTED]

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :

The FHS Homecoming parade is an annual event that many members of the community have come to look forward to each year. The FHS student council works with businesses of the downtown community to foster a spirit of community and make the parade and the homecoming a success and event of which the city may be proud. The FHS Homecoming parade provides an opportunity for the community to come together in support of the school. The floats and student cars provide an opportunity for students to display pride in their community and demonstrate spirit for their school. The parade is a positive tradition that many community members and alumni look forward to each year.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. *For large-scale events, a map or maps should be obtained from the [City's GIS division](#). If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83*

Please detail any restricted parking areas on the event map.

Event Map: [2026 FHS Homecoming Parade Route Map.pdf](#)

10. **Please attach a list (in PDF format)** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.

Administrative Contact List: [Franklin High School Administrative Contact List 2026.pdf](#)

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [FHS Tax Exempt Form 2026.pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:

15. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No
18. **Is this event a fundraiser?** No
What organization will be the benefactor of event?
What percentage of funds will they receive?
19. **Will parking in the area of the event need to be restricted or prohibited?** Yes
20. **Will any sound amplification equipment be used during the event?** No

21. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
23. **Will food, beverages, or merchandise be sold or given away?** No
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider:
24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
25. **Will you require a temporary water tap?** No
If yes, please list exact locations:
26. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

27. **Will your event include tents or other temporary structures, propane use, or open flames?** No

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***

28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [Good Neighbor Letter 2026.pdf](#)

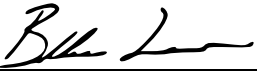
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do swear or affirm that the organization is located in the city limits of Franklin and/or one of the applicants is a resident of the City of Franklin, Tennessee.
- 5) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 6) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 7) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 8) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 9) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 10) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 11) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 12) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 13) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY:  **Facutly Co-Sponsor of the Franklin High School Student Council** Date: 6.29.2026
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20____

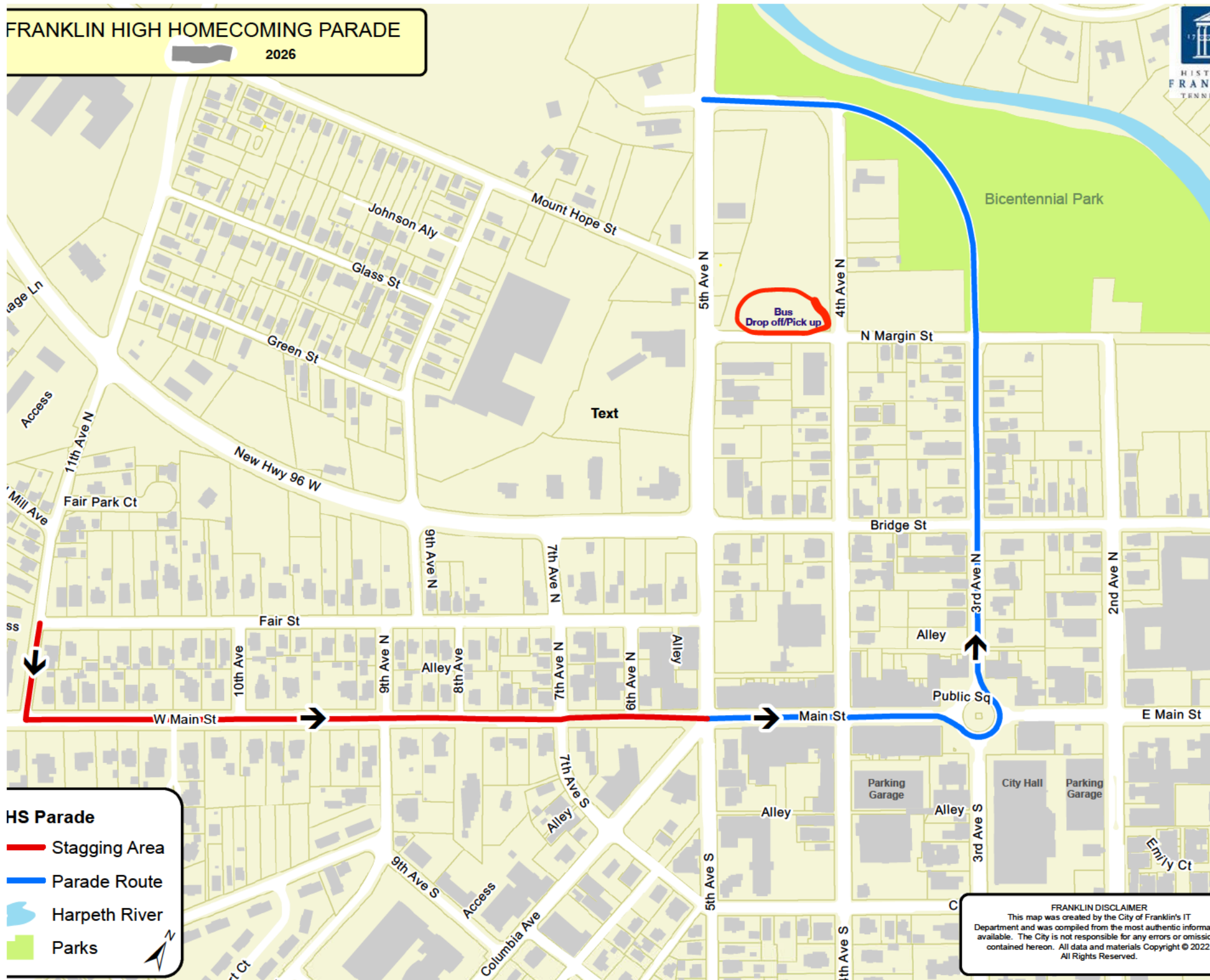
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator



FRANKLIN HIGH HOMECOMING PARADE

2026



Event Franklin High School
Name: Homecoming Parade 2026

Signature: _____



FORM C

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event: Franklin High
Name: School
Homecoming
Parade 2026

FORM D



Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Blake Lannom - Franklin High School

Event Name: Franklin High School Homecoming Parade 2026

Event Date(s): 10/02/2026

1. **Time amplification equipment will be used:** From: To:
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Sound Amplification Map:

3. **For what purpose will sound amplification be used?** Please list all that apply:
4. **Type of Amplifier:**
5.

Number of Amplifiers:	Number of Speakers:	Number of Performers:
-----------------------	---------------------	-----------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name:	Cell:	E-Mail:
Name:	Cell:	E-Mail:

Authorized Signature: Blake Lannom

Date: 06/29/2026

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Staff Conditions:

Staff recommends that the Board of Mayor and Aldermen approve this event with the following conditions:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Applicant will work with School Resource Officers and the Williamson County Sheriff's Office for traffic control and security.



File #: 26-01043

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works

SUBJECT:

*Consideration Of Resolution 2026-75, A Resolution Authorizing The City Administrator To Allow For The Procurement Of A Mini-Packer For Use By The Parks And Recreation And Sanitation And Environmental Services Departments In An Amount Not to Exceed \$200,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-75 providing authority to the City Administrator for purchase of a mini-packer.

BACKGROUND/STAFF COMMENTS:

The Parks and Recreation Department uses an eight-yard mini-packer to provide for trash collection during the numerous tournaments and events hosted in the City's parks system. The mini-packer is also used as a backup for the Sanitation and Environmental Services Department, primarily for backdoor services and collection in the downtown area due to space constraints.

The existing mini-packer is a 2007 model and has far exceeded its useful life. It is difficult, and occasionally not possible, to find appropriate parts to repair this piece of equipment that is necessary for sustained operation in both departments. This resolution requests that the City Administrator have authority to move forward with a purchase that is not budgeted, and to provide an update to the BOMA through the next available budget amendment.

FINANCIAL IMPACT:

The financial impact is a range of approximately \$110,000 to an upper limit of \$200,000, depending on whether the Fleet Division is able to locate a suitable used piece of equipment or if it will be necessary to purchase a new piece of equipment.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-75.

RESOLUTION 2026-75

A RESOLUTION AUTHORIZING THE PURCHASE OF A MINI-PACKER FOR USE BY THE PARKS AND RECREATION AND SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENTS

WHEREAS, the Parks and Recreation and Sanitation and Environmental Services Departments share the use of a mini-packer for collection of municipal solid waste; and

WHEREAS, the current model is a 2007 Sterling that has surpassed its useful life and is challenging to repair due to parts availability; and

WHEREAS, the current model is no longer operable however is needed for Parks and Recreation Department events and tournaments as well as providing backup to Sanitation and Environmental Services collection services; and

WHEREAS, the Parks and Recreation and Sanitation and Environmental Services Departments desire to replace the mini-packer with a used or new model to maintain operations and to equally share in the cost of the purchase between funds; and

WHEREAS, the cost for a used or new model ranges from approximately \$110,000 to \$200,000; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to purchase a mini-packer using appropriate procurement methods to sustain ongoing operations of both the Parks and Recreation and Sanitation and Environmental Services Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION 1. The Board of Mayor and Aldermen authorizes the City Administrator to approve the purchase of a mini-packer for a cost no greater than \$200,000.

SECTION 2. Budgetary authority for this expenditure will be added to the next available budget amendment.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Cayce Anderson
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



File #: 26-01046

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Jason Potts, IT Director
Kristine Brock, Asst. City Administrator/CFO
Margaret Wilson, Finance Director

SUBJECT:

*Consideration Of Resolution 2026-76, A Resolution Authorizing The City Administrator To Execute COF Contract No. 2026-0144 With Tyler Technologies For Financial Enterprise Resource Planning (ERP) Solution In The Amount Of \$1,582,320.00 For A Contract Term Of (3) Years.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the purchase of a Tyler Technologies Enterprise Resource Planning (ERP) Financial Solution, a government-focused accounting solution.

BACKGROUND/STAFF COMMENTS:

This ERP Financial Solution will replace an outdated solution and modernize our Financials, adding capacity to our Finance, Budget, and Purchasing teams. The solution will add needed workflows built for governmental accounting across the organization. The City's existing financial system is over 20 years old.

FINANCIAL IMPACT:

The financial impact of the ERP Financial Solution is a one-time cost of \$594,060 (install & configuration), with an annual SaaS fee of \$329,420. The three-year contract cost is \$1,582,320.00.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-76.



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 Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"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.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“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 Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or



Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. 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.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

- 4.1. You may not:
 - 4.1.1. 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;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. 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.
 - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

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 our then-current Support Call Process.

6. SaaS Services.

- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, 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 data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. 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. 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 vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security.* You are responsible for:

- 6.5.1. keeping your and your representatives' passwords secure and confidential;
- 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
- 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform 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 reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably

required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. 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;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party

Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
- 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
- 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

- 1. Term. The initial term of this Agreement is three (3) years commencing on the first day of the first month following the Effective Date. The City shall have the exclusive right to extend the term two (2) times for two (2) years each extension. The initial term commences on the first day of the first month following the Effective Date. 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 G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 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.
 - 2.5. *For Convenience.* You may terminate this Agreement for convenience upon sixty (60) days' advance written notice. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

SECTION F – 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 F(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.
- 1.3. 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:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.
 We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(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: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$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 G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
 - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. *Invoice Issues.*
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

- 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3 Dispute Resolution. The procedures in this Section apply only to a *first occurrence* of any particular type of dispute arising under this Agreement in any given one-year term of this Agreement. For any such first-time issue, you agree to cooperate with us in attempting to reasonably resolve the dispute, 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 five (5) 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.
For any *subsequent dispute of the same or substantially similar type in the same one-year term*, the parties are not required to repeat the negotiation procedures described above, and either party may proceed directly to assert its rights and remedies in a court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking necessary injunctive relief at any time.
3. 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.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. 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.

8. 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.
9. 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.
10. 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, or implied. 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 in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. 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: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality.
 - 16.1. Both parties recognize that their respective employees and agents, in the course

of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. 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;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

15.2 City may be required to disclose documents under state or federal law. City shall notify Contractor if a request for documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Contractor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Contractor's representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.

17. 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.
18. Governing Law; Choice of Forum/Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its rules on conflicts of law. Any litigation brought under this Agreement shall be filed in a state or federal court of competent jurisdiction serving Client.
19. 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.

20. 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. In such cases, 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.
21. 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.
22. Additional Terms and Conditions.
- 22.1. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- 22.2. Conflicts of Interest. The Contractor warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- 22.3. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 22.4. Iran Divestment Act. By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
- 22.5. Non-Boycott of Israel. Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty

of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

22.6. Lobbying.

22.6.1. The Contractor certifies, to the best of its knowledge and belief, that:

22.6.1.1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

22.6.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22.6.1.3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

22.6.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

22.7. Records. Tyler shall maintain accurate and complete books and records relating directly to this Agreement for the greater of (a) seven (7) years from creation, or (b) such period as is required by applicable law. The Client may audit Tyler's books and records relating directly to the contract once per year on one-week advance written notice, and at Client's expense. Unless otherwise agreed, the location of the records will be the Tyler office servicing the contract. The audit will not include access to Tyler's personnel records, or conditions of employment.

22.8. No Interest Payments. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work

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 Franklin, Tennessee

By: Erik Graney

By: _____

Name: Erik Graney

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 08/04/26

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Franklin
109 3rd Avenue South.
Franklin, TN 37064-2518
Attention: Director of Finance

With a copy to:
City of Franklin Law Department
109 3rd Avenue South
Franklin, TN 37064
Attention: City Attorney

Approved as to form:

By: _____



Exhibit A Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Sales quotation inserted on the following pages.]

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**Sales Quotation For:**

Franklin, Tn City Of
Attn: Purchasing Manager
Franklin TN 37064

Shipping Address:

City of Franklin
109 3rd Ave S Ste 126
Franklin TN 37064-2518

Quoted By: Newell Price
Quote Expiration: 07/31/26
Quote Name: City of Franklin TN-EERP Financials
Quote Description: City of Franklin TN-EERP Financial ERP Platform
Saas Term 3.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	272	\$ 74,718.00
Accounts Payable	1	92	\$ 36,448.00
Budgeting	1	100	\$ 21,496.00
Capital Assets	1	116	\$ 20,142.00
Cash Management	1	80	\$ 14,920.00
Contract Management	1	60	\$ 9,250.00
eProcurement (Vendor Access and Punch-Out)	1	56	\$ 16,800.00
Project & Grant Accounting	1	100	\$ 13,973.00
Purchasing	1	272	\$ 36,001.00
Revenue Management			
Accounts Receivable	1	176	\$ 17,559.00
General Billing	1	100	\$ 9,459.00
Content Management			
Content Manager Core	1	64	\$ 24,788.00

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Data Insights

Enterprise Analytics and Reporting w Executive Insights

1

136

\$ 29,438.00

Additional

Enterprise Forms Processing Software (including Common Form Set)

1

0

\$ 13,000.00

Integrations

API Toolkit Bundle

1

48

\$ 28,031.00

\$ 366,023.00

Sub-Total:

Less Discount: \$ 36,603.00

\$ 329,420.00

TOTAL**1672****Tyler Annual Services****Description**

Professional Services

Strategic Account Management

1

Imp. Hours

0

\$ 32,000.00

Annual Fee

\$ 32,000.00

Sub-Total:

Less Discount: \$ 32,000.00

\$ 0.00

TOTAL:**0****Professional Services****Description**

(1) Month Post-Live Hypercare Support (15 days/month)

120

\$ 0.00

\$ 27,000.00

\$ 0.00

Amazon Web Services Configuration Fee

1

\$ 18,632.00

\$ 18,632.00

\$ 0.00

Capital Assets Import Hours

24

\$ 225.00

\$ 5,400.00

\$ 0.00

COA Import Hours

20

\$ 225.00

\$ 4,500.00

\$ 0.00

Executive Insights Implementation

1

\$ 10,500.00

\$ 10,500.00

\$ 0.00

Conversions – See Detailed Breakdown Below

436

\$ 225.00

\$ 98,100.00

\$ 0.00

Project Management

436

\$ 225.00

\$ 98,100.00

\$ 0.00

Onsite Implementation

436

\$ 225.00

\$ 98,100.00

\$ 0.00

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Remote Implementation	1236	\$ 225.00	\$ 0.00	\$ 278,100.00	\$ 0.00
TOTAL				\$ 569,400.00	\$ 0.00

Summary		One Time Fees		Recurring Fees	
Total Tyler License Fees		\$ 0.00		\$ 0.00	
Total SaaS		\$ 0.00		\$ 329,420.00	
Total Tyler Services		\$ 569,400.00		\$ 0.00	
Total Third-Party Hardware, Software, Services		\$ 0.00		\$ 0.00	
Summary Total		\$ 569,400.00		\$ 329,420.00	
Estimated Travel Expenses excl in Contract					
Total		\$ 24,660.00			

Client's purchase of the items listed above is subject to the Comments below
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: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 9,500.00	\$ 0.00	\$ 9,500.00

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Accounts Payable	1	\$ 14,700.00	\$ 0.00	\$ 14,700.00
Contracts	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Project Accounting	1	\$ 9,500.00	\$ 0.00	\$ 9,500.00
Purchase Orders	1	\$ 8,000.00	\$ 0.00	\$ 8,000.00

TOTAL **\$ 47,700.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	16	\$ 4,638.00
Civic Services			
My Civic	1	96	\$ 16,000.00
Revenue Management			
Cashiering	1	80	\$ 25,975.00
Additional			
ACFR Statement Builder	1	88	\$ 12,800.00
Integrations			
SnapLogic - Up to 5 Integrations	1	999	\$ 3,200.00

TOTAL: **1279** **\$ 62,613.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
(2) Months Post-Live Hypercare Support 60 (15 days/month)	240	\$ 225.00	\$ 0.00	\$ 54,000.00	\$ 0.00
(3) Months Post-Live Hypercare Support 90 (15 days/month)	360	\$ 225.00	\$ 0.00	\$ 81,000.00	\$ 0.00

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\$ 12,500.00	\$ 0.00
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324	\$ 225.00	\$ 0.00
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	\$ 225.00	\$ 0.00
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\$ 435,275.00

TOTAL	\$ 20,615.00	\$ 27,695.00
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Item	Quantity	Unit Price	Total Price
1. Labor	100	\$125.00	\$12,500.00
2. Materials	50	\$250.00	\$12,500.00
3. Overhead	25	\$500.00	\$12,500.00
4. Profit	10	\$1,250.00	\$12,500.00
TOTAL			\$ 12,500.00

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Financial Management				
Accounting	272	\$ 74,718.00	\$ 7,472.00	\$ 67,246.00
Accounts Payable	160	\$ 36,448.00	\$ 3,645.00	\$ 32,803.00
Budgeting	100	\$ 21,496.00	\$ 2,150.00	\$ 19,346.00
Capital Assets	116	\$ 20,142.00	\$ 2,014.00	\$ 18,128.00
Cash Management	80	\$ 14,920.00	\$ 1,492.00	\$ 13,428.00
Contract Management	60	\$ 9,250.00	\$ 925.00	\$ 8,325.00
eProcurement (Vendor Access and Punch-Out)	56	\$ 16,800.00	\$ 1,680.00	\$ 15,120.00
Project & Grant Accounting	100	\$ 13,973.00	\$ 1,397.00	\$ 12,576.00
Purchasing	272	\$ 36,001.00	\$ 3,600.00	\$ 32,401.00
Revenue Management				
Accounts Receivable	176	\$ 17,559.00	\$ 1,756.00	\$ 15,803.00
General Billing	100	\$ 9,459.00	\$ 946.00	\$ 8,513.00
Content Management				
Content Manager Core	64	\$ 24,788.00	\$ 2,479.00	\$ 22,309.00
Data Insights				
Enterprise Analytics and Reporting w Executive Insights	136	\$ 29,438.00	\$ 2,944.00	\$ 26,494.00
Additional				
Enterprise Forms Processing Software (including Common Form Set)	0	\$ 13,000.00	\$ 1,300.00	\$ 11,700.00
Integrations				
API Toolkit Bundle	48	\$ 28,031.00	\$ 2,803.00	\$ 25,228.00
Professional Services				
Strategic Account Management	0	\$ 32,000.00	\$ 32,000.00	\$ 0.00

TOTAL **1,672** **\$ 398,023.00** **\$ 68,603.00** **\$ 329,420.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business

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Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Tyler Cybersecurity services are governed by the terms found here: [Cybersecurity Services Terms of Service \(tylertech.com\)](https://www.tylertech.com/services/tyler-terms). Your signature on this order or your receipt or use of Tyler Cybersecurity services indicates that you have read, understand, and agree to be bound by such terms. Additionally, your signature on this order indicates that you are authorized to bind the entity listed on this order to such terms.

Per [Tyler's Contract with Sourcewell](#), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware. Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Amazon Web Services (AWS) has provided a credit in the amount of \$18,632 in sponsorship of your project.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your purchase of Accounts Payable includes Fraud, Risk & Compliance for Accounts Payable.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, 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.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Contracts conversion includes: Standard

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating

the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law. Your use of AP Automation is subject to the terms found at: <https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use>



Exhibit B

Invoicing and Payment Terms

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. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(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.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.



3. Hardware & Third-Party Products.
 - 3.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance:* The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services:* Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software.* License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services.* Third-Party SaaS Services fees, if any, are invoiced on an annual basis, 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. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

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



Exhibit 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 related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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 month, 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 Window: (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 month 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. Service Availability only applies to Tyler Software being used in the production environment.

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 month.

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

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

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 D

Third-Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit E
Statement of Work

[Statement of Work inserted on the following pages.]

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City of Franklin

SOW from Tyler Technologies, Inc.

3/9/2026

Presented to:

City of Franklin
109 3rd Ave S Ste 126
Franklin, TN 37064

Contact:

Newell Price
Email: Newell.Price@TylerTech.com
1 Tyler Drive, Yarmouth, Maine 04096

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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 of Franklin (collectively the “Project”).

The overall goals of the project are to:

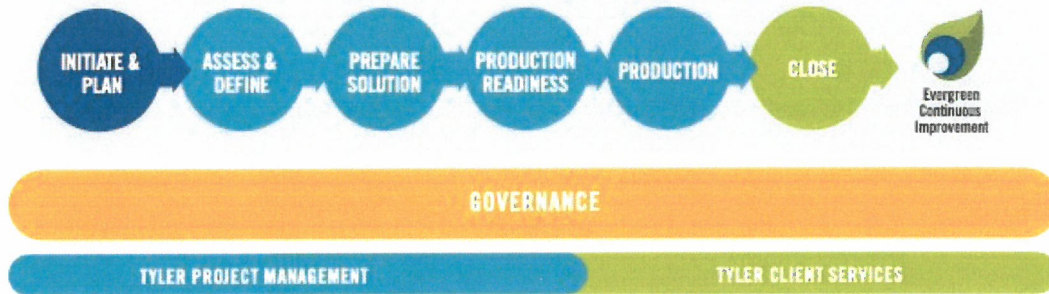
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, 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 of Franklin 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 of Franklin’s complexity and organizational needs.

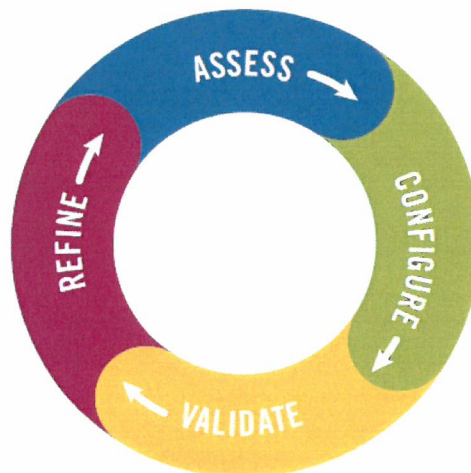
Tyler's Six Stage Project Methodology



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

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

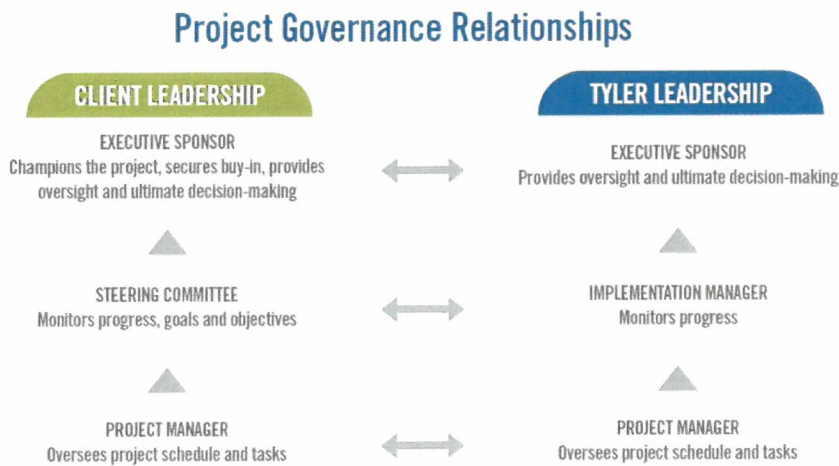
Part 2: Project Foundation

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 of Franklin 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 of Franklin Steering Committee become the escalation points to triage responses prior to escalation to the City of Franklin 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 of Franklin 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.

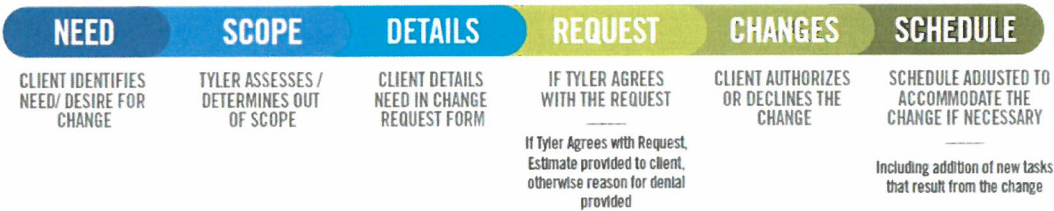
3.3 Change Request Management

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 of Franklin; for example, the City of Franklin 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 of Franklin, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Franklin 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 of Franklin). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

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

Both Tyler and the City of Franklin 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 of Franklin feedback and approval on Project deliverables will be critical to the success of the Project. The City of Franklin project manager will strive to gain deliverable and decision approvals from all authorized City of Franklin 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 of Franklin 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 of Franklin shall have ten (10) 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 of Franklin does not provide acceptance or acknowledgement within five (10) 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 of Franklin does not agree the Deliverable or Control Point meets requirements, the City of Franklin shall notify Tyler project manager(s), in writing, with reasoning within five (10) 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 of Franklin shall then have five (5) 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 of Franklin does not provide acceptance within two (5) 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 of Franklin and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Franklin, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Franklin 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 of Franklin '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 of Franklin '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 of Franklin 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 of Franklin, the Tyler Project Manager provides regular updates to the City of Franklin 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 of Franklin 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 of Franklin 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 of Franklin and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Franklin any items that may impact the outcomes of the Project.
- Collaborates with the City of Franklin '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 of Franklin 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Franklin 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 of Franklin through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Franklin transitions to Client Services.
- Facilitates training sessions and discussions with the City of Franklin 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.

5.1.7 Tyler API Services

- Provides the following list of consulting services and training in the use of the API Toolkit to the City of Franklin, as the City of Franklin builds the interfaces
 - Project Planning for scope and site-specific details for the implementation plan for the Tyler's OpenAPI with any necessary Analysis of OpenAPI endpoints
 - Configuration & Prerequisites including Tyler Identity Credentials, OAuth Client Credentials & External Access
 - Admin Training
 - Fundamentals Review and Analysis of the OpenAPI Developers Portal
 - Additional Follow-up assistance as required

Upon request, the City of Franklin may request Tyler to build, deliver, and support API integrations. This will require a definition of the third-party system, the interface requirements, and the development of a scope of work for that integration. As such, these requests for integration will be quoted as a separate work effort.

5.2 City of Franklin Roles & Responsibilities

City of Franklin 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 of Franklin Executive Sponsor

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

- 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 of Franklin Steering Committee

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

5.2.3 City of Franklin Project Manager

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

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

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

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

5.2.8 City of Franklin 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 of Franklin.

Work Breakdown Structure (WBS)

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

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

6.1 Initiate and Plan

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

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Franklin 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 of Franklin 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 of Franklin's team. During this step, Tyler will work with the City of Franklin 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 of Franklin project team.

STAGE 1	Initial Coordination																
	Tyler								City of Franklin								
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 of Franklin project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Franklin		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 of Franklin 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 of Franklin 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 of Franklin'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 of Franklin 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 of Franklin 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 of Franklin

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 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 of Franklin provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Franklin has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

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

Objectives:

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

STAGE 1	Infrastructure Planning	
	Tyler	City of Franklin

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

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

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Franklin 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 of Franklin 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 of Franklin								
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
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

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 of Franklin
- Stakeholder meeting complete

6.2 Assess & Define

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

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

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

Objectives:

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

STAGE 2	Data Conversion Assessment																
	Tyler							City of Franklin									
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
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 of Franklin Source data
	City of Franklin Source data Documentation (if available)

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

6.2.5 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

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

Assess & Define Stage Acceptance Criteria:

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

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Franklin 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 of Franklin can access the software.

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

Install Licensed Software on City of Franklin 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 of Franklin Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

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

Objectives:

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

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

6.3.3 Process Refinement

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

Objectives:

- Ensure that the City of Franklin 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 of Franklin

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 of Franklin 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 of Franklin-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 of Franklin-specific process documentation (completed by City of Franklin)	

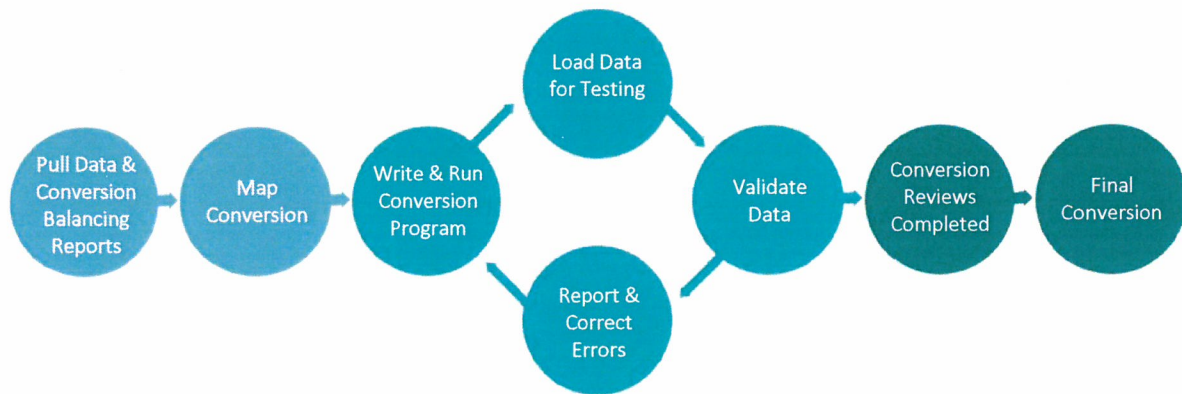
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Franklin'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 of Franklin will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Franklin 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 of Franklin								
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 of Franklin will provide a single file layout per source system as identified in the investment summary.
- The City of Franklin subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Franklin project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.**6.3.6 Control Point 3: Prepare Solution Stage Acceptance**

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

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

Prepare Solution Stage Deliverables:

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

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Franklin 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 of Franklin 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 of Franklin 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 of Franklin organization is ready to move forward with go-live and training (if applicable).

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

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 of Franklin 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 of Franklin specific business process documentation. City of Franklin-led training labs using City of Franklin specific business process documentation if created by the City of Franklin 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 of Franklin is prepared for on-going training and support of the application.

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

Work package assumptions:

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

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

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

STAGE 5	Go-Live																
	Tyler								City of Franklin								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide 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														

Work package assumptions:

- The City of Franklin 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 of Franklin business processes required for Go-Live are fully documented and tested.

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

Objectives:

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

STAGE 5	Transition to Client Services																
	Tyler								City of Franklin								
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 of Franklin 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 of Franklin								
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 of Franklin 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 of Franklin for systems implemented in the Phase.

Objectives:

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

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

7.3 Resources and Scheduling

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

7.5 Facilities

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

8. Glossary

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

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

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

Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.4 Project Accounting

9.1.4.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.4.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.4.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.5 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

10. Additional Appendices

10.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

10.1.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City of Franklin and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

APIs*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City of Franklin internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler								City of Franklin								
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 (SMEs)	Department Heads	End Users	Technical Leads
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R

10.1.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City of Franklin tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City of Franklin								
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 (SMEs)	Department Heads	End Users	Technical Leads
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3 rd Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3 rd party Data Exchange(s)			I	I	I		I				A	C		R			C

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.

10.2 This work package is not applicable.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	2026					2027				
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Financials Management										

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	Financial Management	- Accounting - Accounts Payable - Budgeting - Capital Assets - Cash Management - Contract Management - eProcurement - Project & Grant Accounting - Purchasing - Accounts Receivable - Cashiering - General Billing	Jun 2026 or as defined in the Project Schedule and mutually agreed upon	Jul 2027 or as defined in the Project Schedule and mutually agreed upon
	System Wide	- Enterprise Analytics & Reporting with Executive Insights - Enterprise Forms Processing - Content Manager Core - API Toolkit Bundle		

11.2 This work package is not applicable.

Franklin TN Tyler EERP SaaS Agreement 080426_for signature

Final Audit Report

2026-08-04

Created:	2026-08-04
By:	Amanda Andreine (amanda.andreine@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAURPMLifHzlgTiXCyc6HsQ_wfHf6iAsil

"Franklin TN Tyler EERP SaaS Agreement 080426_for signature" History

 Document created by Amanda Andreine (amanda.andreine@tylertech.com)

2026-08-04 - 1:31:57 PM GMT- IP address: 163.116.144.105

 Document emailed to Erik Graney (erik.graney@tylertech.com) for signature

2026-08-04 - 1:33:05 PM GMT

 Email viewed by Erik Graney (erik.graney@tylertech.com)

2026-08-04 - 8:09:52 PM GMT- IP address: 163.116.249.129

 Document e-signed by Erik Graney (erik.graney@tylertech.com)

Signature Date: 2026-08-04 - 8:11:00 PM GMT - Time Source: server- IP address: 163.116.249.129 - Signature Appearance Selected: IMAGE

 Agreement completed.

2026-08-04 - 8:11:00 PM GMT

RESOLUTION 2026-76

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2026-0144 WITH TYLER TECHNOLOGIES FOR FINANCIAL ERP SOLUTION

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for a Financial ERP Solution to modernize, optimize efficiency, and add capacity to our financial operations; and

WHEREAS, Tyler Technologies has been selected through an extensive review and research project of government accounting solutions and procurement cooperative as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Tyler Technologies to perform these services; and

WHEREAS, funds have been allocated and are available in 310-89550-41500 to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute a COF Contract No. 2026-0144 with Tyler Technologies for the provision of Financial ERP Solution, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed \$1,582,320.00.

Section 2. The City Administrator is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0144, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Cayce Anderson
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 26-01067

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Walter Denton, Asst. City Administrator Community Development
Shauna Billingsley, City Attorney

SUBJECT:

*Consideration Of COF Contract No. 2026-0289, With Patsy Pence Revocable Trust For A Lease Agreement For 507 New Highway 96 West

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0289, which is a lease agreement at 507 New Highway 96 West for use by Fire Department Administration.

BACKGROUND/STAFF COMMENTS:

Since moving out of old City Hall, Fire Department Administration has been housed at 507 New Highway 96 West. The building was originally owned by the Franklin Special School District, but was recently sold to the Patsy Pence Revocable Trust. Therefore, a new lease agreement is necessary. The terms of the lease agreement are mostly the same as the one with the school district, except more insurance was added to the building.

FINANCIAL IMPACT:

There is no cost impact other than the lease payments the City was already making.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2026-0289.

LEASE AGREEMENT
COF Contract No. 2026-0289

THIS LEASE AGREEMENT made and entered into as of the 3rd day of March, 2026, by and between **PATSY PENCE REVOCABLE TRUST**, or assigns (referred to as "Landlord"), and **THE CITY OF FRANKLIN, TENNESSEE** (referred to as "Tenant");

WITNESSETH:

1. **Premises:** Landlord hereby leases Premises to Tenant, and Tenant leases and accepts, certain Premises located at 507 New Highway 96 West, Franklin, Tennessee 37064, more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises" or the "Demised Premises") , together with such furniture, fixtures and equipment as may be in the Premises on the Commencement Date, hereinafter defined. Tenant has inspected the Premises and accepts the Premises "AS IS." Tenant hereby acknowledges that Landlord has made no representations regarding the compliance of the Premises with any applicable codes and ordinances.

2. **Term:** The City of Franklin originally leased the Premises commencing on or around February 1, 2025, through the Franklin Special District. The Premises were sold to the Patsy Pence Revocable Trust on or about March 5, 2026. The City of Franklin has continuously leased the Premises since February 1, 2025, and the parties have agreed to continue the lease through June 30, 2027, and continuing month-to-month thereafter if required by the City.

3. **Minimum Rent:** Tenant pays rent annually and has paid to the Landlord the Rent amounts specified in the Rent Addendum attached hereto and made a part hereof, without notice, set-off or demand.

4. **Real Estate Taxes, Insurance Premiums and Maintenance Expenses:** Tenant shall be responsible for the real estate taxes (if any), insurance premiums, and maintenance expenses incurred in connection with the occupancy and operation of the Premises as specifically set forth herein.

The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied, accrued or assessed during Tenant's occupancy against the Premises (land, buildings and improvements). Tenant shall pay real estate taxes on or before that date which is sixty (60) days after receipt of the tax invoices from Landlord, but in all events on or before that date upon which the taxes would be delinquent.

In addition to Tenant's share of real estate taxes, Tenant shall pay any and all sales, excise, gross receipts, and other taxes (not including, however, Landlord's income taxes) levied, imposed, accrued or assessed against Tenant and Tenant's business during Tenant's occupancy, if any.

The term "insurance premiums" shall mean the premiums charged for fire and extended coverage insurance, for rent insurance, and for premiums charged for liability insurance on the Premises as more fully described in Paragraph 11 hereof.

The term "maintenance expenses" shall mean the total cost and expense incurred in operating, maintaining, cleaning, and repairing the Premises including, without limitation, landscaping, maintenance, repair and replacement of the lighting, sanitary control, removal of snow, trash, rubbish and garbage, and maintenance, repair and replacement of the heating, ventilation and air conditioning system ("HVAC"), roof, parking lots and drive aisles, electrical and plumbing systems.

5. **Tenant's Use and Operation:** The Demised Premises shall be used and occupied by Tenant solely as municipal offices and related incidental uses, and for no other use whatsoever without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy of the Premises.

Tenant shall not suffer, allow, or permit any vibration, noise, light, noxious odor or other negative effect to emanate from the Premises that would be considered a nuisance. Tenant shall not use or occupy the Premises or do or permit anything to be done which shall prevent Landlord from obtaining at standard rates any insurance required or desired. Smoking is not permitted on the Demised Premises.

6. **Utilities:** Tenant shall pay promptly, as and when the same shall become due and payable, all charges for electricity, gas, heat, water and sewer, air conditioning, ventilating, lighting systems, sprinkling systems, internet, and other utilities supplying the Premises. Tenant shall not be allowed access to the Premises until all utilities are transferred to the Tenant, in Tenant's name.

7. **Signs:** Tenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without first obtaining Landlord's written approval and consent, which may be withheld in Landlord's commercially reasonable discretion. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions and the determination of such requirements, and the prompt compliance therewith, shall be the responsibility of the Tenant.

8. **Tenant's Duty to Repair; Alterations:** Except for the obligation of the Landlord to maintain the buildings mechanical systems and the building envelope in good working order and weathertight for the duration of this Lease Agreement, the Tenant shall keep and maintain the Premises in good order, clean and sanitary condition, and repair inclusive of yard and landscaping. The Tenant shall not make any alteration to or of, or addition or improvement to, the Premises, nor permanently affix any materials to the walls or floors, without securing the Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant shall save Landlord harmless on account of claims for mechanics', materialmen or other liens in connection with any work by Tenant, and any such liens shall exist only against Tenant's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days after filing. Tenant shall keep and maintain the Premises in accordance with all directions, rules, and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Premises and all appurtenances thereto.

9. **Surrender of Premises:** At the termination of the Base Term, or any renewal term thereof, the Tenant does agree to deliver the Premises in the same condition as at the Commencement Date (subject to the removals hereinafter required), reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Minimum Rent and shall inform Landlord of all combination locks, safes and vaults, if any, in the Premises. Tenant, during the last thirty (30) days of such term, shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other installations, alterations, or improvements, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused by removal of such items. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term. Any items remaining in the Premises on the termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord and the latter may dispose of the same without liability of any type or nature.

10. **Landlord's Duty to Repair:** The Landlord shall maintain the Premises in good tenable condition and shall be responsible for the repairs not due to the fault or negligence of the Tenant. Any fixtures or appliances provided "as is" need not be maintained by the Landlord.

11. **Insurance:** Without limiting its liability under this Lease Agreement, Tenant shall procure and maintain at its expense during the life of the Lease Agreement insurance of the types and in the minimum amounts stated as follows:

(I) Commercial General Liability Coverage

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products-Completed Operations Aggregate

\$500,000 Damage to Rented Premises (each occurrence)

Certificate of Insurance shall include the Patsy Pence Revocable Trust as Additional Insured with the attachment of the Additional Insured Endorsement. Coverage shall indicate that this coverage applies on a Primary and Noncontributory Basis.

Worker Compensation Statutory Limits

Certificate of Insurance shall include Patsy Pence Revocable Trust as a Certificate Holder for proof of insurance coverage.

Employers Liability

\$1,000,000 Bodily Injury Each Accident

\$1,000,000 Policy Limit Bodily Injury by Disease

\$1,000,000 Each Employee Bodily Injury by Disease

Certificate of Insurance shall include Patsy Pence Revocable Trust as a Certificate Holder for proof of insurance coverage.

Umbrella or Excess Liability

\$1,000,000 Each Occurrence and \$1,000,000 Aggregate

Certificate of Insurance shall include Patsy Pence Revocable Trust as Additional Insured.

Property

\$3,000,000 Building Coverage and \$98,639 Contents Coverage with Replacement Cost and Special Cause of Loss Form, including Earthquake, Flood, and Equipment Breakdown coverage.

Property Certificate of Insurance shall include Patsy Pence Revocable Trust as Loss Payee.

Tenant shall furnish a copy of the Property and Liability Certificates of Insurance to Landlord upon occupancy and annually thereafter. Tenant's insurance coverage will be written by an insurance company licensed to do business in the State of Tennessee with an AM Best rating of A- or better and that is satisfactory to Landlord. All Tenant insurance outlined in this section shall have a 30 day Notice of Cancellation or Alteration clause within the insurance policies and evidenced by the insurance company on the Certificate of Insurance.

12. **Damage or Destruction by Fire or Other Casualty:** If at any time, the Premises become totally untenantable by reason of damage or loss by fire or other casualty and such fire or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the rent shall abate until the Premises shall have been restored to tenantable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenantable, Tenant shall continue to occupy same or the tenantable portion thereof, and the rent shall abate proportionately in the ratio that the unusable portion bears to the entire Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Premises, which election shall be exercised by written notice thereof to Tenant, given within sixty (60) days from date of said loss. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Tenant shall pay the accrued Minimum Rent up to the date of such loss, or Landlord, if the Minimum Rent has been paid beyond such date, will refund to Tenant the proportionate part of any such Minimum Rent prepaid, and thereupon this Lease shall become null and void, with no further obligation on the part of either party hereto, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Premises, nor affect Tenant's liability for the payment of Minimum Rent, except as specifically provided in this Lease.

13. **Tenant Assignment and Subletting:** Neither Tenant nor any court or officer thereof nor any receiver or trustee in bankruptcy shall assign or transfer this Lease or any part thereof, or interest therein, or sublet the Premises or any part thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant shall always remain liable for any default of any assignee, transferee, or subtenant.

14. **Default and Remedies:**

(i) Events of Default. The occurrence of any of the following shall be an Event of Default:

a. Failure by Tenant to pay in full any Minimum Rent payment or other sum payable hereunder within three (3) days of the due date;

b. Failure by Tenant to perform any of the terms or conditions of this Lease, other than the payment of money, for a period of thirty (30) days after notice thereof to Tenant by Landlord; provided, however, if Tenant is diligently pursuing a cure, Tenant shall have forty-five (45) days after notice to cure;

c. The insolvency of Tenant or the filing by Tenant of a voluntary petition in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the application by Tenant for, or the appointment with Tenant's consent or acquiescence of, a receiver or trustee of Tenant, or for all or a substantial part of the property of Tenant; the making by Tenant of any general assignment for the benefit of creditors of Tenant; or the inability of Tenant, or the admission of Tenant of the inability thereof, to pay the debts of Tenant as such mature;

d. The filing of any involuntary petition against Tenant in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the involuntary appointment of a receiver or trustee of Tenant or for all or for a substantial part of the property of Tenant; or the issuance of attachment, execution or other similar process against any substantial part of the property of Tenant, and the continuation of any of the foregoing for a period of forty-five (45) days undismissed, unbonded, or undischarged; or

e. The abandonment of the Premises as a going business by Tenant for any period exceeding twenty-one (21) consecutive days, regardless of whether Tenant continues to pay all rent.

(ii) Remedies. Whenever any Event of Default shall have occurred, Landlord may, to the extent permitted by law, take any one or more of the following remedial steps.

a. Landlord may, at its option, declare all installments of Minimum Rent for the remainder of this Lease to be immediately due and payable, whereupon the same shall become immediately due and payable.

b. Landlord may re-enter and take possession of the Premises without terminating this Lease, and sublease the Premises for the account of Tenant, holding Tenant liable for the difference in the rent and other amounts actually paid by the sublessee and the rents and other amounts payable by Tenant hereunder.

c. Landlord may terminate this Lease, exclude Tenant from possession of the Premises and lease the same to another, holding Tenant liable for all rent and other amounts payable by Tenant hereunder.

d. Landlord may take whatever action is available to Landlord at law or in equity, and in connection with such actions, recover any and all damages to Landlord for Tenant's violation or breach of this Lease.

No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission by Landlord to exercise any right or power accruing upon any default of Tenant shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by Landlord at any time, from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved to it hereunder, it shall not be necessary to give any notice, other than such notice as is expressly required by this Agreement.

15. **Condemnation:** If a portion of the Demised Premises shall be taken, as herein provided, for public improvements or otherwise, under the exercise of the right of eminent domain and the Premises shall continue to be reasonably suitable for the use which is herein authorized, then the Minimum Rent herein provided shall be reduced from the date of such taking in direct proportion to the reduction of the Premises.

If the real estate hereby leased, or a part thereof sufficient to render the Demised Premises substantially unfit for the use herein authorized, shall be condemned or acquired by grant or otherwise, for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain, Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days prior written notice to Landlord, such notice to be given within sixty (60) days of the date of the taking and Tenant shall be liable only for rents and other charges accrued and earned to the date of surrender of possession of the Premises to Landlord and for the performance of other obligations maturing prior to said date.

Tenant shall not be entitled to participate in or receive any part of the damages or award which may be paid to or awarded Landlord by reason of a taking except where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute.

16. **Landlord's Right of Entry:** Landlord shall provide Tenant with at least one (1) key to all existing exterior locks of the Premises. Additional keys shall be provided at Tenant's cost. In the event Tenant changes the exterior locks to the Premises at any time during the Base Term and/or any Option Terms, Tenant shall provide Landlord with a working key. Landlord reserves the right at all reasonable times during the term of this Lease for Landlord or Landlord's agents, upon notice to Tenant, to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable, it being acknowledged that Landlord has no obligation to make any repairs. During the term of this Lease or any renewal term, Landlord may

exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation. Tenant acknowledges and agrees that Landlord shall have the absolute right to sell the Premises during the term of this Lease, subject to the rights of Tenant to remain in occupancy until this Lease is terminated pursuant to the terms hereof.

17. **Quiet Enjoyment:** Landlord agrees that, if the Minimum Rent is being paid in the manner and at the time prescribed and the covenants and obligations of the Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

18. **Subordination and Attornment:** Tenant hereby subordinates all of its right, title, and interest in and under this Lease to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the real estate and/or buildings of which the Demised Premises are a part. In the event of a foreclosure under any mortgage or deed of trust affecting the Premises or the building in which the Premises are located, or in the event of the termination of Landlord's interest or the eviction of Tenant under any ground or other underlying lease, the holder of the Note secured by any mortgage or deed of trust encumbering the Premises, or the purchaser at any foreclosure sale, shall have the option to recognize this Lease, in which event this Lease shall continue in full force and effect. In the event of any sale pursuant to any power of sale granted under any mortgage or deed of trust encumbering the Premises, or conveyance of title to the Premises by deed in lieu of foreclosure, the Tenant will attorn to the purchaser of the Premises and its successors and assigns.

19. **Notices:** All notices required or permitted by the terms of this Lease must be in writing addressed to Tenant at the Premises, and addressed to Landlord at:

Patsy Pence Revocable Trust
Mike Pence, Trustee
1050 Bewley Hollow
Elizabethtown, Kentucky 42701

or to such other address as a party may from time to time designate by notice in writing to the other party. Any notice shall be in writing and shall be (i) personally delivered or (ii) sent by overnight courier service or (iii) mailed by first class, registered or certified mail, return receipt requested, postage prepaid. Any such notice, request, consent, or other communication shall be deemed received at such time as it is personally delivered by acknowledged hand or courier delivery or on the third business day after it is mailed, as the case may be.

20. **Successors:** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the prior written consent of Landlord shall vest any right in the assignee or sublessee of Tenant. Landlord may withhold its consent to an assignment in Landlord's sole discretion. Tenant shall attorn to any successor to Landlord.

21. **Governing Law:** This Lease shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

22. **Landlord's Exculpatory Clause:** It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to any right of offset allowed by law against any amounts due hereunder or to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies, it being understood and agreed that the exculpation of Landlord (and its successors and assigns) shall be absolute.

23. **Entire and Binding Agreement:** This Lease (sometimes referred to herein as this "Agreement") contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement signed by all parties hereto or their successors in interest. The Tenant hereby covenants and agrees not to disclose or discuss with any third party the provisions, covenants, and conditions of this Lease without the prior written consent of the Landlord. In the event Tenant violates this covenant, Landlord reserves the right to either (i) terminate this Lease, or (ii) revoke any rental or other concessions granted hereunder.

24. **Addenda:** The three (3) addenda attached hereto are made a part of this Lease for all purposes.

25. **Documentation:** Tenant does covenant and agree to execute and deliver to Landlord within ten (10) business days from date of request such supplemental documents, including estoppel certificates and financial statements in reasonable form, as may be requested by Landlord. Any such documents may be relied upon by any prospective purchaser or prospective tenant of the Premises, or any lender or prospective lender of the Landlord, or any assignee or prospective assignee of any lender thereof. If Tenant fails or refuses to furnish such documents within the time provided, it will be conclusively presumed that this Lease is in full force and effect in accordance with its terms and the Landlord is not in default.

26. **Re-execution; Acknowledgment:** Tenant agrees that it will, on request of Landlord, re-execute this Lease if necessary to observe any legal formalities (e.g., acknowledgment) required under the laws of the state where the Premises are located.

27. **Late Payments:** If Tenant fails to pay, when due, any sum payable hereunder, interest will accrue from the date such payment is due at the interest rate generally announced in the Wall Street Journal, or similar publication, as the prime rate, plus two (2%) percent, and such interest together with a late charge of One Hundred Dollars (\$100) to cover the extra expense involved in handling such delinquency (not as a penalty) shall be paid by Tenant to Landlord at the time of payment of the delinquent sum. If there is no term such as prime rate utilized in the Wall Street Journal, or similar publication, then the rate most nearly similar to such shall be utilized.

28. **Provisions Severable:** If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. **Hazardous Substances:** Tenant shall not generate, store, treat, dispose of, install or otherwise permit any hazardous substances on, in, or under or in any way related to the Premises, or any other portion of the Shopping Center or cause or permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with this provision. This indemnity shall survive expiration or other termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the Environmental Protection Agency or any substances, materials, elements or compounds affected by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree now or at any time hereafter in effect, regulating, relating to , or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

LANDLORD:

PATSY PENCE REVOCALBE TRUST

By: 

Title: Trustee, Patsy Pence Revocable Trust

Date: August 12 2024

TENANT:

Attest:

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

ADDENDA

1. Rent Addendum

2. Security Deposit Addendum
3. Option Terms, Parking, and Recapture Addendum

	Landlord	Tenant
Initials	<u></u>	<u> </u>

RENT ADDENDUM (FIXED ESCALATION)

Commencing on the Commencement Date, the Tenant shall pay the annual rental payment hereunder as follows. Subsequent payments shall be made monthly thereafter in advance of the first (1st) day of the month. Rental is based on thirty (\$32.50) dollars/square foot and the building size is 7776 square feet.:

	Rental per month	Annual Rent
Lease Year 2		\$257,774.40
Months 25-30	\$21,910.82	\$262,929.89

Together with the payment of Minimum Rent, pursuant to the terms of the Lease to which this Rent Addendum is attached and made a part of as if fully incorporated therein, Tenant shall pay any rental tax, gross receipts tax, or any charge imposed upon Landlord based solely on the receipt or collection of rent. All Minimum Rent shall be paid in advance on the first (1st) day of each month at the address specified for notices to Landlord, such rent to be paid without notice, set-off, or demand.

	Landlord	Tenant
Initials	<u></u>	<u> </u>

SECURITY DEPOSIT ADDENDUM

As security for the prompt and punctual performance of all obligations required to be performed hereunder by Tenant, the Tenant has deposited with the Landlord the sum of Twenty-Five Thousand Dollars (\$25,000.00), which shall, as provided below, either be applied to rent or held as a security deposit until the expiration of the term. If Tenant is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or in equity, the Security Deposit shall automatically be increased by an amount equal to the greater of: (i) three (3) times the original Security Deposit; or (ii) three (3) months' Minimum Rent, which shall be paid by Tenant forthwith on demand. In the event of any default hereunder by Tenant, Landlord may utilize such deposit to offset either in whole or in part any obligations of the Tenant hereunder. The covenants in the Security Deposit Addendum are personal covenants between Landlord and Tenant and are not covenants running with the land, and in no event will Landlord's mortgagee or any purchaser at a foreclosure sale of a sale in lieu of foreclosure be liable to the Tenant for the return of the security deposit. Tenant shall not assign or encumber the security deposit or its interest therein, and neither Landlord nor its successors and assigns shall be bound by any attempted assignment or encumbrance. Landlord shall not be required to segregate such funds.

	Landlord	Tenant
Initials	<u>WP</u>	<u> </u>

OPTION TERMS, PARKING, AND RIGHT TO TERMINATE ADDENDUM

1. **Option Term:** Provided Tenant has not been in default beyond the applicable cure period in the Base Term, Tenant shall have the option to extend the term of this Lease on a month-to-month basis, upon written notice to Landlord of not less than ninety (90) days before the expiration of the Base Term. Tenant may not renew this Lease for more than a total of twelve (12) months. All of the terms of this Lease shall remain the same in the event the month-to-month option to renew is exercised. Notwithstanding anything herein to the contrary, at any time after the end of the Base Term of two and one-half years, Landlord may terminate this Lease on a thirty (30) days' prior written notice to Tenant.

	Landlord	Tenant
Initials	<u>ms</u>	<u> </u>



File #: 26-0958

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0001, With Southvale, LLC For Parkland Impact Fee And Construction Agreement For Southvale

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Parkland Impact Fee and Construction Agreement for Southvale.

BACKGROUND/STAFF COMMENTS:

The City and Southvale, LLC entered into an agreement (COF Contract No. 2025-0001) dated March 12, 2025 (the "Agreement"). The purpose of the Agreement was to develop Four Hundred Fifty (450) dwelling units at One Million Nine Hundred Thirty-Six Thousand Eight Hundred and No/100 Dollars (\$1,936,800.00) and develop a private pool/equipment, pool deck and splash pad. The parties desire to amend the tenth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein;

The parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project.

FINANCIAL IMPACT:

The Parkland Impact Fee is One Million Nine Hundred Thirty-Six Thousand Eight Hundred and No/100 Dollars (\$1,936,800.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2025-0001.

**AMENDMENT NO. 1 TO PARKLAND IMPACT FEE & CONSTRUCTION AGREEMENT FOR
SOUTHVALE**

COF Contract No. 2025-0001

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE ("City") and Southvale, LLC as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Southvale, LLC entered into an agreement (COF Contract No. 2025-0001) dated March 12, 2025 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to develop Four Hundred Fifty (450) dwelling units at One Million Nine Hundred Thirty-Six Thousand Eight Hundred and No/100 Dollars (\$1,936,800.00) and develop a private pool/equipment, pool deck and splash pad ; and

WHEREAS, the parties desire to amend the tenth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein;", and

WHEREAS, the parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project; and

WHEREAS, the City and Southvale, LLC desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to **revise the tenth "Whereas" clause to read as follows:**

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein."

3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may

accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement dated March 12, 2025 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda D. Webb, Assistant City Attorney

SOUTHVALE, LLC:

By: _____

Title: _____

Date: _____



File #: 26-0959

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivison

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Parkland Impact Fee and Construction Agreement for Colletta Park PUD Subdivison.

BACKGROUND/STAFF COMMENTS:

The City and Ford Colletta, LLC entered into an agreement (COF Contract No. 2025-0019) dated May 14, 2025 (the "Agreement"). The purpose of the Agreement was to develop 259 dwelling units at One Million One Hundred Fourteen Thousand Seven Hundred Thirty-Six and No/100 Dollars (\$1,114,736.00) and develop parkland amenities consisting of a private pool. The parties desire to amend the eighth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein"

The parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project.

FINANCIAL IMPACT:

The total Parkland Impact Fee as set forth in the Ordinance is One Million One Hundred Fourteen Thousand Seven Hundred Thirty-Six and No/100 Dollars (\$1,114,736.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2025-0019.

**AMENDMENT NO. 1 TO PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
FOR COLLETTA PARK PUD SUBDIVISION**

COF Contract No. 2025-0019

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE ("City") and FORD COLLETTA, LLC as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Ford Colletta, LLC entered into an agreement (COF Contract No. 2025-0019) dated May 14, 2025 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to develop 259 dwelling units at One Million One Hundred Fourteen Thousand Seven Hundred Thirty-Six and No/100 Dollars (\$1,114,736.00) and develop parkland amenities consisting of a private pool; and

WHEREAS, the parties desire to amend the eighth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein"; and

WHEREAS, the parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project; and

WHEREAS, the City and Ford Colletta, LLC desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to revise the eighth "Whereas" clause to read as follows:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A and B and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein."

3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict

(or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated May 14, 2025 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda D. Webb, Assistant City Attorney

FORD COLLETTA, LLC:

By: _____

Title: _____

Date: _____



File #: 26-0964

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0110, With Boyle Nashville, LLC For Parkland Impact Fee And Construction Agreement For Harlin PUD

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Parkland Impact Fee and Construction Agreement for Harlin PUD.

BACKGROUND/STAFF COMMENTS:

The City and Boyle Nashville, LLC entered into an agreement (COF Contract No. 2025-0110) dated May 4, 2026 (the "Agreement"). The purpose of the Agreement was to construct 242 dwelling units at One Million Two Hundred Seventy-Four Thousand Eight Hundred Fifty-Six and No/100 Dollars (\$1,274,856.00) and develop appurtenances and parkland amenities consisting of a private pool, formal landscaping, pickleball courts and public unpaved trails throughout preserved open space. The parties desire to amend the eighth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A, B, and C and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein"

The parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project.

FINANCIAL IMPACT:

The total Parkland Impact Fee for the Owner is One Million Two Hundred Seventy-Four Thousand Eight Hundred Fifty-Six and No/100 Dollars (\$1,274,856.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2025-0110.

AMENDMENT NO. 1 TO PARKLAND IMPACT FEE & CONSTRUCTION AGREEMENT

FOR HARLIN PUD

COF Contract No. 2025-0110

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE ("City") and BOYLE NASHVILLE, LLC as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Boyle Nashville, LLC entered into an agreement (COF Contract No. 2025-0110) dated May 4, 2026 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to construct 242 dwelling units at One Million Two Hundred Seventy-Four Thousand Eight Hundred and Fifty- Six and No/100 Dollars (\$1,274,856.00) and develop appurtenances and parkland amenities consisting of a private pool, formal landscaping, pickleball courts and public unpaved trails throughout preserved open space; and

WHEREAS, the parties desire to amend the eighth "Whereas" clause of the Agreement to state:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A, B, and C and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein;"; and

WHEREAS, the parties desire to amend the Agreement to clarify the intended beneficiaries and public access requirements associated with the Parkland Project; and

WHEREAS, the City and Boyle Nashville, LLC desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to revise the eighth "Whereas" clause to read as follows:

"WHEREAS, Owner has agreed to construct the Parkland Project as illustrated on Exhibits A, B, and C and described below for the future enjoyment of residents if the parks are privately owned, or for the future enjoyment of the public free of charge if a public access easement is provided, subject to the terms and conditions set forth herein."

3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may

accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated May 4, 2026 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda D. Webb, Assistant City Attorney

BOYLE NASHVILLE, LLC:

By: _____

Title: _____

Date: _____



File #: 26-0173

DATE: 8/25/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2026-0094, With Franklin Noon Rotary For Rotary Plaza At Jim Warren Park
WS 6/23/26

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ownership and Maintenance Agreement between the City of Franklin and the Franklin Noon Rotary Club for the installation, ownership, and long-term maintenance of a statue and related improvements at Jim Warren Park.

BACKGROUND/STAFF COMMENTS:

Jim Warren Park is a City-owned park with historical significance as a former rodeo site. The Franklin Noon Rotary Club has proposed contributing funds and/or labor toward the design, fabrication, and installation of a statue and associated interpretive elements within the park. The City will also contribute funds toward construction of the Rotary Plaza site. No funds will be exchanged between the parties.

This agreement outlines the respective responsibilities of the City and Rotary related to installation, signage, ownership, maintenance, repair, and potential future relocation of the statue. Upon installation and acceptance, ownership of the statue will be with the City.

FINANCIAL IMPACT:

There is no direct exchange of funds between the City and the Franklin Noon Rotary Club under this agreement. City costs are limited to routine park and statue maintenance as outlined in the agreement.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No 2026-0094.

**AGREEMENT WITH THE FRANKLIN NOON ROTARY CLUB REGARDING
OWNERSHIP AND MAINTENANCE OF INSTALLATIONS AND OTHER TERMS
RELATED TO THE JIM WARREN PARK ROTARY PLAZA PROJECT
COF Contract No.: 2026-0094**

This Agreement regarding the ownership of installations, maintenance of installations, and certain other project terms related to the Jim Warren Park Rotary Plaza project (“Agreement”) is entered into as of the ____ day of _____, 2026, by and between City of Franklin, Tennessee, a Tennessee municipal corporation (“City”), and The Franklin Noon Rotary Club, a Tennessee nonprofit organization (“Rotary”). The City and Rotary may be referred to individually as a “Party” and collectively as the “Parties.”

1. RECITALS

WHEREAS, the City owns and operates Jim Warren Park, located in Franklin, Tennessee (“Park”); and

WHEREAS, Rotary desires to contribute funds and/or labor toward the design, fabrication, and installation of a statue (“Statue”) to be placed in the Park as part of a project to create an area within the Park named the Rotary Plaza; and

WHEREAS, the City also desires to contribute funds toward the construction of the Rotary Plaza site, with the understanding that no funds shall be exchanged between the Parties; and

WHEREAS, the Parties desire to set forth their respective responsibilities regarding ownership, installation, maintenance, and long-term care of the Statue, and to define certain terms related to the overall project.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

2. CONTRIBUTIONS AND INSTALLATION

2.1 Contributions.

Each Party shall contribute funds and/or labor toward the project as mutually agreed upon in writing. No funds shall be paid by one Party to the other.

2.1.1 Expenditure of Funds. Anticipated approximate costs for the Rotary Plaza project are attached hereto as Exhibit A. The Parties agree that the maximum cost to the Rotary shall be up to Sixty-Six Thousand and No/100 Dollars (\$66,000.00), with all remaining costs being paid by the City. The Parties further agree that all funds shall be paid directly to the vendors hired for the project and not to each other, and the Parties shall freely share information about payments made to verify the terms of this Agreement have been met.

2.1.2. Choice of Vendors, Contractors. The Parties agree that, except for the vendor providing the Statue, all vendors and contractors shall be located and engaged by the City, which shall follow its usual and customary procurement process. The choice to contract with any particular vendor or contractor, except for the vendor providing the Statue, shall be solely the responsibility of, and at the discretion of, the City.

2.2 Installation.

The Statue shall be installed at a location within Jim Warren Park approved by the City. Installation shall be coordinated with and subject to all City standards, codes, and permitting requirements. Rotary shall coordinate with the City of Franklin Parks and Recreation Department regarding the design, fabrication, and installation of all plaques. All plaque donations shall be administered by Rotary and shall be subject to review and approval by City in accordance with City standards and policies.

2.3 Interpretive and Sponsorship Signage.

(a) **Interpretive Signage.** Rotary shall fund the design and fabrication of interpretive signage associated with the Statue, intended to provide historical context and educational information related to the Statue and the Park's significance, including its history as a former rodeo site. All interpretive signage content, design, materials, size, and placement shall be subject to review and approval by the City and shall comply with applicable City standards and policies. Installation of interpretive signage shall be performed by the City of Franklin Parks and Recreation Department. The Rotary shall be responsible for replacement of the interpretive signage every ten (10) years, or sooner if necessary due to normal wear, weathering, or changes in Park standards.

(b) **Sponsorship and Recognition Signage.** Any sponsorship or donor recognition signage acknowledging Rotary's contribution shall comply with the City of Franklin, Tennessee Naming Rights Policy and all other applicable City policies and standards. Rotary shall be responsible for funding any approved sponsorship or recognition signage. The City shall approve the final wording, size, materials, and placement of such signage, and installation shall be coordinated through the City.

3. OWNERSHIP

3.1 Transfer of Ownership.

Upon final installation and acceptance of the Statue by the City, full ownership of the Statue shall vest in the City.

3.2 No Reversion.

Except as expressly provided herein, Rotary shall have no ownership interest in the Statue after installation.

4. MAINTENANCE AND CARE

4.1 City Responsibilities, Routine Maintenance.

The City shall be responsible for:

- (a) Routine maintenance and care of the Park; and
- (b) Routine cleaning and general upkeep of the Statue; and
- (c) Maintenance of landscaping, sidewalks, lighting, and other Park infrastructure surrounding the Statue.

4.2 City Responsibilities, Statue.

After acceptance of the Statue by the City, the City shall be responsible, at its sole cost, for repair or replacement of the Statue resulting from major damage, including but not limited to:

- (a) Structural failure or material degradation;
- (b) Weather-related damage, including damage caused by storms, flooding, wind, or temperature extremes; and
- (c) Damage arising from manufacturing or fabrication defects.

To the fullest extent permitted by law, the City shall not be responsible at any point for replacement of the Statue if damaged by natural or unforeseen causes.

5. OMITTED

6. REMOVAL OR RELOCATION

6.1 City Authority and Collaborative Decision-Making.

The Statue shall be located within a City park that has historical significance as a former rodeo site. Subject to the terms of the Tennessee Heritage Protection Act and any other applicable local, state, or federal laws, the City reserves the right to consider removal or relocation of the Statue in connection with future park improvements, public safety concerns, preservation of the site's historical character, or other municipal purposes. Any such removal or relocation shall be a decision made solely by the City, with good-faith consideration given to the historical context of the site, the intent of the Statue, and the continued public benefit of its placement.

6.2 Notice to Rotary and Consultation.

The City shall provide Rotary with reasonable advance written notice of any proposed removal or relocation of the Statue, when practicable. Following such notice, the City and Rotary shall confer and work cooperatively to evaluate the need, timing, and location of any relocation, including potential alternative sites within the park or elsewhere on City property that maintain the Statue's historical and community significance. The City shall be the ultimate decision-maker once the parties have conferred as described herein.

7. INDEMNIFICATION

To the extent permitted by Tennessee law, Rotary shall indemnify and hold harmless the City, its officers, and employees from claims arising out of Rotary's obligations under Section 4.2.

8. TERM AND TERMINATION

8.1 Term.

This Agreement shall commence on the date of contract execution and shall terminate once the site is completed and statue accepted by the City.

8.2 Early Termination.

This Agreement may be terminated early only by mutual written consent of the Parties.

9. GENERAL PROVISIONS

9.1 Governing Law, Choice of Forum, Venue.

This Agreement shall be governed by the laws of the State of Tennessee. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

9.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions.

9.3 Amendments.

Any amendment must be in writing and signed by both Parties.

9.4 Assignment.

Rotary may not assign its obligations without the City's prior written consent.

9.5 No Partnership.

Nothing herein shall be construed to create a partnership or joint venture between the Parties.

10. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF FRANKLIN:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

William E. Squires, Deputy City Attorney

THE FRANKLIN NOON ROTARY CLUB:

By: _____

Name: _____

Title: _____

Date: _____

Franklin Noon Rotary Statue Plaza Itemized Budget with Assigned Responsibilities

CONTRACT NO. 2026-0094 ATTACHMENT

Items Purchased To Date

Date Purchased	Vendor	Description	Cost	RESPONSIBLE PARTY	
9/9/2025	John Bouchard & Sons Co.	Metal Frame & Grate For Drain Box	\$ 736.00	City of Franklin	
9/11/2025	Williamson Pipe Supply Co.	100' of 15" Pipe	\$ 1,218.00		
9/12/2025	Vulcan	Stone	\$ 1,647.11		
9/16/2025	Vulcan	Stone	\$ 2,428.82		
9/19/2025	Vulcan	Stone	\$ 1,439.02		
9/19/2025	Foley Products Co.	Drain Box	\$ 978.50		
9/15/2025	Discount Plumbing	Supplies for Electrical Sleeves	\$ 367.49		
9/17/2025	True Value	2" x 10' PVC Sleeves	\$ 33.98		
10/14/2025	Discount Plumbing	Plumbing Supplies	\$ 47.10		
10/17/2025	Vulcan	Stone	\$ 528.01		
10/17/2025	COOP	Seed & Straw	\$ 214.00		
10/21/2025	Home Depot	Rebar Safety Caps	\$ 71.76		
10/24/2025	True-Line Coring & Cutting	Cut 24" Hole in Drainage Box	\$ 717.50		
		Concrete Footers	\$ 3,838.00		
Labor Provided by the City of Franklin Has Not Been Calculated			Total	\$ 14,265.29	

Items To Be Purchased

Vendor	Description	Cost	RESPONSIBLE PARTY	
Living EXO LLC.	Retaining Wall Surrounding Statue	\$ 8,609.34	Franklin Noon Rotary	\$ 8,609.34
Living EXO LLC.	Gravel & Soil to Backfill Retaining Wall Surrounding Statue	\$ 5,880.00	Franklin Noon Rotary	\$ 5,880.00
Living EXO LLC.	Electrical Installation - New Panel, Statue Uplighting, Misc. Materials	\$ 21,640.00	Split 50%-50%: \$10,820 each	\$ 10,820.00
Living EXO LLC.	Rotary Sign Wall in Front of Flag Poles	\$ 8,609.33	Franklin Noon Rotary	\$ 8,609.33
Living EXO LLC.	Wing Wall 3a	\$ 4,304.67	Franklin Noon Rotary	\$ 4,304.67
Living EXO LLC.	Wing Wall 3b	\$ 4,304.67	Franklin Noon Rotary	\$ 4,304.67
Living EXO LLC.	Electrical Installation - Pathway Lighting Bollards, Flag Pole Uplighting, Misc. Materials	\$ 25,632.00	Split 50%-50%: \$12,816 each	\$ 12,816.00
Parks Dept.	3 - Flag Poles & Installation Materials	\$ 5,235.00	City of Franklin	\$ 5,235.00
Parks Dept.	Landscaping (\$4,356 Tree Bank)	\$ 16,356.00	City of Franklin	\$ 16,356.00
CoF Concrete Contractor	Install Concrete Pathways and Circular Plaza (Ben Worley Est.)	\$ 45,000.00	City of Franklin	\$ 45,000.00
		Total	\$ 145,571.01	
		Franklin Noon Rotary's Total	\$ 55,344.01	
		City of Franklin's Total	\$ 90,227.00	

Items Provided by Franklin Noon Rotary

Vendor	Description	Cost	RESPONSIBLE PARTY	
Scott Rogers Art LLC.	Statue	???	Franklin Noon Rotary	
Alley-Cassetty	Donating Stone - Veneer, Coping	\$ -		
Living EXO LLC.	Concrete Base	\$ 10,663.92		
		Total	\$ 10,663.92	
Grand Total		\$ 170,500.22		
Sub-Total for Franklin Noon Rotary: Statue Price Missing		\$ 66,007.93		
Sub-Total for City of Franklin:		\$ 104,492.29		



File #: 26-0837

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Sean Groves, Human Resources Manager

SUBJECT:

Consideration Of COF Contract No. 2026-0271, With NEOGOV For An Applicant Tracking System For The Human Resources Department For An Amount Of \$104,056.75

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2026-0271 with NEOGOV for an applicant tracking system for use by the Human Resources Department.

BACKGROUND/STAFF COMMENTS:

The Human Resources Department is requesting approval of this contract with NEOGOV for an applicant tracking system to replace the current system in use by the city. The new system, which was approved as a program enhancement for fiscal year 2027, is designed specifically for use by government entities and allows for recruitment of personnel utilizing automated workflows, including initial resume review, candidate screening, scheduling, selection and ensures a successful on-boarding with the City. The contract is proposed for an initial three-year term and is procured utilizing the competitively awarded contract through the SourceWell purchasing cooperative (Contract 030425-PDMS).

FINANCIAL IMPACT:

The purchase will be funded through 110-82510-41360 and will cost \$104,056.75 for the initial three-year term, including implementation support from the vendor. This purchase was approved as a program enhancement for FY 2027 Budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2026-0271.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-674227	Order #:	Q-490325
Customer:	Franklin, City of (TN)	Valid Until:	6/30/2026
Effective Employee Count:	785	Start Date:	Last signature date
Sales Rep:	Wesley Taylor		

Customer Contact		Shipping Contact	
Billing Contact:	Franklin, City of (TN)	Shipping Contact :	Franklin, City of (TN) Sean Groves
Billing Address:	109 Third Avenue South Franklin, TN 37065-0305	Shipping Address:	109 Third Avenue South Franklin, TN 37064
Billing Contact Email:		Shipping Contact Email:	sean.groves@franklintn.gov
Billing Phone:		Shipping Phone:	615-791-3216

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$17,818.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
Recruit Setup	Services	12	Employee Based	\$6,000.00
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$1,120.00
New Hire Export (IN+ON) Setup	Services	12	Employee Based	\$2,000.00
Single Sign On Subscription	Recurring	12	Employee Based	\$1,079.00
Single Sign On Setup	Services	12	Employee Based	\$1,000.00
Year 1 TOTAL:				\$29,017.00

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$24,979.20
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$1,680.00
Single Sign On Subscription	Recurring	12	Employee Based	\$1,500.00
Year 2 TOTAL:				\$28,159.20



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Year 3

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$41,922.55
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$2,800.00
Single Sign On Subscription	Recurring	12	Employee Based	\$2,158.00
Year 3 TOTAL:				\$46,880.55
Total:				\$104,056.75

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at <https://www.neogov.com/service-specifications> (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our [W-9 here](#).

Special Condition:

The Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: <https://www.neogov.com/service-specifications>. The Services provided to **Sourcewell member # 2081** are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Franklin, City of (TN)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: **Brian Gelston**

Title: **Revenue Accounting Manager**

Date _____



THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V052226

Customer agrees that by placing an order through a NEOGOV standard ordering document or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services, and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent on and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the "Effective Date").
2. SaaS Subscription. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application set forth on an Order Form and subsequently made available by NEOGOV to Customer. NEOGOV may make written service specifications or technical documentation available to Customer ("Service Specifications"). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder under the Order Form. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.
 - b) Managing Authorized Users.
 - i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer's

account. Authorized Users may be designated by department, division, or business unit of Customer (each, a "Permitted Division") on the applicable Order Form or in writing to NEOGOV, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOGOV's prior written consent, and any such expansion may be subject to additional fees.

- ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Services; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services.

- a) Professional Services. "Professional Services" shall mean consulting, implementation and/or training services concerning the SaaS Applications as detailed in an Order Form or NEOGOV Scope of Work ("SOW"). Each Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and technical specifications. Professional Services are subject to the Professional Services Addendum available on the NEOGOV Site and incorporated herein. Order Forms or SOWs must be signed by Customer before NEOGOV commences work. If Customer executes a separate SOW, this Agreement and its incorporated documents (including the Professional Services Addendum) will control in the event of any conflict. NEOGOV retains all rights, titles, titles, and interest in and to any deliverables, tools, know-how, or other materials developed, created, or provided in connection with the Professional Services, excluding Customer Data.
- b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User administrators grasp the system. Implementation is conducted off-site unless otherwise agreed in the Order Form. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- c) Product Documentation; Training Materials. "Product Documentation" means all user guides, training, implementation materials, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOGOV's pre-built online training consists of tutorials introducing standard features and functions (the "Training Materials"), which may be used as reference material by Customer Personnel.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the

date of NEOGOV's invoice. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12-month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid non-refundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days' notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefore.
 - c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOGOV in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amount ultimately determined to be payable to NEOGOV shall be due within ten (10) days after resolution and may accrue late fees from the original due date.
 - d) Purchase Orders. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement. Failure by NEOGOV to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOGOV's right to payment.
6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following the non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other

NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
 - a) Maintenance, Updates, Upgrades. NEOGOV manages the hardware and software infrastructure for the Services, which may be hosted or operated by third-party service providers. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to Customer.
 - b) Support. NEOGOV shall provide support for the Services in accordance with the Service Level Agreement made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.
 - c) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation. NEOGOV has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.
9. NEOGOV Intellectual Property.
 - a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. All use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer.
10. Data Processing and Privacy.
 - a) Customer Data. "Customer Data" shall mean all data provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOGOV reserves the right to delete Customer Data stored, transmitted or published by Customer

using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

- b) Platform Data. “Platform Data” shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOGOV may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOGOV will not attempt to re-identify Platform Data. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.
- d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all Customer Data, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, disclosure and transfer of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV’s notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOGOV.
- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term using the existing features and functionality of the Services. If Customer cannot export or delete Customer Data using such features and functionality, NEOGOV will, upon Customer's written request, make the Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOGOV, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOGOV disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOGOV's systems beyond any applicable legally required retention period, NEOGOV disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOGOV may retain copies of Customer Data in system backups to the extent

required by applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without a duty of nondisclosure and without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors, and its professional advisors (including legal counsel and auditors), who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
 - a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (i) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (ii) Customer Data does

not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (iii) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.

- c) Service Performance. NEOGOV's service performance obligations are governed exclusively by the Service Level Agreement ("SLA") made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The SLA version in effect as of the Order Form execution date shall govern Customer's subscription for the applicable Term. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOGOV's entire liability, for any failure by NEOGOV to meet its service performance obligations. NEOGOV makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOGOV'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.
- g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOGOV may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOGOV, which may vary by feature. The parties' rights and obligations regarding AI features are governed by the AI Addendum made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The version of the AI Addendum in effect on the date Customer first activates any AI feature under this Agreement shall govern for the duration of the then-current Term, unless otherwise agreed in writing. NEOGOV shall retain the governing version of the AI Addendum on file and shall provide a copy to Customer upon written request.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOGOV from and against

any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO

BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOGOV's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement or other human resource or public safety related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as a customer of NEOGOV and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOGOV's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, (j) failures or delays of cloud hosting providers or telecommunications carriers; or (k) any other cause beyond the reasonable control of such party.
21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.
 - a) Independent Contractors. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

- b) Service Providers; Subcontractors. NEOGOV may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software, staffing, development, maintenance, administrative, consulting, operational, or other general support services (“Service Providers”), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work (“Subcontractors”). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOGOV may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOGOV remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOGOV’s obligations regarding subprocessors under the DPA.
 - c) Cloud Providers. NEOGOV may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGO purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If Customer subscribes to any product, module, functionality, or service that is subject to supplemental or product-specific terms, Customer agrees to the applicable addendum(s), policies, or supplemental terms made available on the NEOGOV Site, which are incorporated herein by reference.
23. General.
- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Courts of Williamson County, Tennessee.
 - b. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form, or to such other address as either party may designate by notice as provided herein.
 - d. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e. Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original signature.

- f. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g. Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings are for convenience only and do not affect interpretation. As used herein, "including" means "including without limitation."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer		GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)	
Entity Name:	CITY OF FRANKLIN, TENNESSEE		
Signature:		Signature:	
Print Name:		Print Name:	Brian Gelston, Revenue Accounting Manager
Date:		Date:	

NEOGOV LEGAL
RB

APPROVED

By Roger Bissell at 1:59 pm, Aug 14, 2026

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements to the extent permitted by the applicable Open Records laws.
5. **Sovereign Immunity.** Nothing in this Agreement is intended to waive, nor shall be construed as a waiver of, any immunities, defenses, privileges, or limitations of liability available to Customer under applicable law, including sovereign or governmental immunity.
6. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, and universities) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”), or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services, and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOGOV of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOGOV’s reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOGOV upon reasonable request for the purpose of investigating security, performance, or abuse issues.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of

performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control. NEOGOV is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services. API keys and other authentication credentials are NEOGOV Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOGOV security guidelines and will immediately notify NEOGOV of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOGOV's sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOGOV will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.

Addendum to NEO Services Agreement (v052226) - COF Contract 2026-0271

This Addendum supports and forms part of the Services Agreement between the City of Franklin, Tennessee ("City") and NEOGOV ("Vendor"), and is effective as of the Effective Date of the Agreement. The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Vendor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Maximum Liability. The payment rates set forth in the applicable Order Form(s) shall constitute the entire compensation due to the Vendor for the Services described therein, unless a new or amended Order Form is executed by the parties. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Vendor in connection with such Order Form.
2. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Vendor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. Conflicts of Interest. The Vendor warrants that no part of the total fees payable under the applicable Order Form(s) shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subvendor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Agreement.
4. Nondiscrimination. The Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. Iran Divestment Act. By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Vendor and each person signing on behalf of any Vendor, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Vendor further certifies that it shall not utilize any subvendor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
6. Non-Boycott of Israel. Except for any contract with a total potential value of less than \$250,000, each vendor, except those with fewer than ten employees, and each person signing on behalf of any such vendor, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such vendor is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
7. Lobbying. The Vendor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

8. Public Accountability. If the Vendor is subject to Tenn. Code Ann. § 8-4-401, *et seq.*, or if this Agreement involves the provision of services to citizens by the Vendor on behalf of the State, the Vendor agrees to establish a system through which recipients of services may present grievances about Vendor's operation of the service program. The Vendor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The GNRC shall request copies of the sign from the Comptroller of the Treasury and provide signs to Vendor, to the extent applicable.
9. Records. The Vendor shall maintain documentation for all charges under this Agreement.
10. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to City's payment obligations under this Agreement.
11. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information.
12. Derivative Works. Solely for purposes of clarifying the treatment of Customer Data under the Agreement, the parties agree that data the City's Authorized Users input, manipulate, modify, or otherwise improve using the Services, and any images or outputs resulting therefrom, does not constitute a derivative work of the Services and remains Customer Data owned by City as set forth in the Agreement. Nothing in this Section modifies, limits, or supersedes Vendor's ownership of the Services, including any customizations, configurations, updates, upgrades, or other intellectual property developed or delivered by Vendor, as set forth in the Agreement's reservation of rights.
13. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties, including any immunities, defenses, privileges, or limitations of liability available to City under applicable law.
14. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Agreement. No arbitration or mediation shall be binding.
15. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. For the avoidance of doubt, this Section addresses sales and use tax exemption only and does not modify the late payment fee set forth in the Agreement.
16. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.
17. Notices. Any notice provided pursuant to the Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by electronic mail, then upon transmission, provided no bounce-back or delivery failure notice is received. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
 Attn: Law Department
 109 Third Ave. South
 Franklin, TN 37064

In the case of Vendor:

NEOGOV
 Attn: Legal Department
 2120 Park Place, Suite 100
 El Segundo, CA 90245
 E-mail: contracts@neogov.net

18. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Agreement will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
19. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
20. Precedence. In the event of a direct conflict between the provisions of this Addendum addressing sovereign immunity, indemnification limitations, Tennessee-specific certifications (Sections 3–8), governing law and venue, or non-appropriation, and the provisions of the Agreement, the provisions of this Addendum will control solely as to those specific subject matters. In all other respects, and with respect to any other agreement or document incorporated into the Agreement by reference (including the Data Processing Addendum, Service Level Agreement, Professional Services Addendum, and any product-specific addenda), the Agreement's own order of precedence, as set forth therein, shall control.
21. Entire Agreement. The Agreement between the parties constitutes the entire agreement and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
22. Additions/Modifications. If seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Agreement, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
23. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. The Vendor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq..
24. Survival. This Addendum shall survive the completion of or any termination of the Agreement, agreement or other document to which it may accompany or incorporate by reference.

25. Modification and Amendment. This Addendum and the Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE

NEOGOV

Signature

Signature

Print Name and Title

Brian Gelston, Revenue Accounting Manager
Print Name and Title

Date

Date



Approved by Law:

Ronda D. Webb
Assistant City Attorney



File #: 26-0942

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Wesley Wright, Purchasing Manager

SUBJECT:

Consideration Of Procurement Award And Of COF Contract No. 2026-0315 For Sanitary Sewer Pretreatment Services To Monitoring And Management Services LLC In The Amount Of \$93,960 For A Term of Award Of Three (3) Years

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an award for sanitary sewer pretreatment program support services for a term of award for the Water Reclamation Facility Division of the Water Management Department.

BACKGROUND/STAFF COMMENTS:

The referenced sanitary sewer pretreatment program support services are a necessary component of the Water Management Department's sanitary sewer pretreatment program which, in turn, is a necessary component of the department's compliance with Tennessee Department of Environment and Conservation rules and regulations on the subject. The Water Management Department has found it cost effective to outsource the referenced support services but now recommends the City gradually discontinue outsourcing most of them. Therefore, the City's 2021 Request for Proposals anticipated a declining volume of services to be rendered during the first three years of the term of award, with City labor gradually rendering more of the referenced support services and for the service provider gradually rendering fewer of the referenced support services, and a reduced scope of services to be rendered during the optional extensions to the term of award, if such options are exercised.

The City published in June 2026 a Notice to Proposers in the *Williamson Herald* for sanitary sewer pretreatment program support services. Proposals from one (1) service provider, from Monitoring & Management Services, LLC of Franklin, Tennessee was publicly opened at the submittal opening.

Since the Monitoring & Management Services proposal was the only proposal received and therefore

there is no other proposal with which to compare the Monitoring & Management Services proposal, and since Monitoring & Management Services is the incumbent service provider for the City, and since the City is satisfied with the quality of services rendered by that service provider, a perfect score has been assigned to the Monitoring & Management Services proposal, using evaluation criteria included in the request for proposals. The evaluation criteria included in the request for proposals consisted of (a) qualifications, capabilities and accessibility of the firm and service team that will be working with the City (30%), (b) fees applicable throughout the term of award, including any option to extend the term of award if exercised, with more points awarded to lower pricing (30%), (c) prior experience with local government (20%), (d) degree to which the proposal conveys an understanding of the City's needs; soundness of proposed methodology and approach; clarity of proposed pricing; clarity of payment timing; quality and timeliness of processing, reporting and online features (15%) and (e) intangibles, to include submittal quality (how clearly and thoroughly the respondent provided the information requested in the Request for Proposals, and how well the respondent followed the instructions accompanying the Request for Proposals) (5%).

FINANCIAL IMPACT:

The bidding response total is \$93,960.00 and is awarded over a period of 5-years, with a varying annual amount of this budget spent. Pretreatment services are budgeted in the Water Reclamation Facility operating fund of 431-82599-52212 annually.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the procurement award with Monitoring and Management Services, LLC.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0315)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Monitoring and Management Services, LLC (“SERVICE PROVIDER”), who mutually agree as follows:

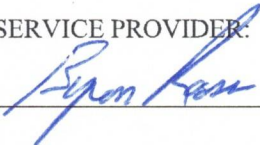
1. CITY issued (a) on June 4, 2026, Purchasing Office Solicitation No. 2026-022, a procurement solicitation for proposals for Sanitary Sewer Pretreatment Program Support Services (“SOLICITATION”).
2. In response to SOLICITATION, SERVICE PROVIDER submitted a proposal dated June 11, 2026 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SERVICE PROVIDER included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with SERVICE PROVIDER’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a Certificate(s) of Liability Insurance (“CERTIFICATE(S) OF INSURANCE”), a copy/copies of which is/are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY’s Insurance Requirements as included in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY’s Insurance Requirements as included in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. SERVICE PROVIDER agrees to impose CITY’s Insurance Requirements as included in SOLICITATION upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.
8. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted CITY’s Indemnification Agreement, executed for SERVICE PROVIDER (“INDEMNIFICATION AGREEMENT”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0315)

9. CITY awarded on July 8, 2026 to SERVICE PROVIDER the purchase of Sanitary Sewer Pretreatment Program Support Services pursuant to SOLICITATION and SUBMITTAL.
10. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire three (3) years from the effective date of this AGREEMENT, with two options to extend the term of award by one (1) additional year, for a total period of performance of five (5) years.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows:
(a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (e) SOLICITATION; and (f) SUBMITTAL.

For SERVICE PROVIDER:



(signature of SERVICE PROVIDER's authorized representative)

TITLE: Owner MMS

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

City of Franklin Law Department

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0315)

Attachment No. 1

Excerpts from SUBMITTAL

2026-022

Monitoring and Management Services, LLC

Supplier Response

Event Information

Number: 2026-022
Title: Sanitary Sewer Pretreatment Program Support Services
Type: Request for Proposal
Issue Date: 6/4/2026
Deadline: 6/25/2026 02:00 PM (CT)
Notes: **NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, is receiving sealed written proposals until 2:00 p.m. Central Time on Thursday, June 25, 2026, at which time they will be publicly unsealed, for the following procurement:

Sanitary Sewer Pretreatment Program Support Services (Solicitation No. 2026-022)

Proposals must be prepared and submitted in accordance with the City's request for proposals and other procurement documents pertaining to this solicitation, including any addenda that may be

issued, available on the Business Opportunities page of the City's website (<https://www.franklin.tn.gov/>) or by contacting City Purchasing (purchasing@franklin.tn.gov; 615-550-6692). Per T.C.A. § 12-4-116, potential proposers are not required to receive or respond to this procurement solicitation electronically. The City reserves the right to reject any and all proposals, and to waive minor informalities.

Contact Information

Contact: City of Franklin Purchasing Office

Address: Purchasing
Franklin City Hall
109 Third Avenue South
Franklin, TN 37064

Phone: US (615) 550 x6692

Email: purchasing@franklin.tn.gov

Monitoring and Management Services, LLC Information

Contact: Byron Ross
Address: 1812 Old Natchez Trace
Franklin, TN 37069
Phone: (615) 218-8801
Email: itadmin@mmsontheweb.com
Web Address: www.mmsontheweb.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Byron Russell Ross, Jr
Signature

byron@mmsontheweb.com
Email

Submitted at 6/11/2026 11:15:44 AM (CT)

Requested Attachments

Proposal

PROPOSAL -MMS_City of Franklin
No. 2026-022.pdf

Please upload a proposal document titled "**Proposal**" that is responsive to the procurement solicitation including the Request for Proposals.

Exceptions - Identify, list, and describe any exceptions to this procurement solicitation, including the Specifications.

Exceptions.pdf

Please upload a document here titled "**Exceptions**" if additional space was needed in the bid attributes tab.

Description of not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid

No response

Please upload a document here if additional space was needed in the bid attributes tab.

Standard Procurement Terms and Conditions

Standard Procurement Terms and
Conditions_MMS.pdf

Please upload the City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted.

Indemnification Agreement

Indemnification
Agreement_MMS.pdf

Please upload the City of Franklin Indemnification Agreement, executed in full. **(Notarized)**

Affidavit of Non-Collusion

Affidavit of Non-collusion_MMS.pdf

Please upload the City of Franklin Affidavit of Non-Collusion, executed in full. **(Notarized)**

Affidavit of Title VI Compliance

Affidavit of Title VI
Compliance_MMS.pdf

Please upload the City of Franklin Affidavit of Title VI Compliance, executed in full. **(Notarized)**

Affidavit of Drug-Free Workplace

Affidavit of Drug Free
Workplace.pdf

Please upload the City of Franklin Affidavit of Drug-Free Workplace, executed in full. **(Notarized)**

Affidavit of Certifications and Registrations

Affidavit of Certifications and
Registrations_MMS.pdf

Please upload a notarized statement confirming that your company holds all certifications and registrations necessary to perform the services required under this solicitation. **(Notarized)**

Proposer's proposed agreement or contract

No response

Please upload proposer's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions

Description of any warranty included in the proposal

No response

Please provide the requested information in the Attributes tab. If the space provided is insufficient, you may attach a supplemental document.

Notice of Confidentiality and Proprietary Rights

Notice of Confidentiality and
Proprietary Rights_MMS.pdf

Please upload the Notice of Confidentiality and Proprietary Rights, executed in full. (Not required for solicitation to be considered complete)

Ethics Statement and Acknowledgement

Ethics statement and
Acknowledgement_MMS.pdf

Please upload the Ethics Statement and Acknowledgement, executed in full. (Not required for solicitation to be considered complete)

Bid Attributes

1 NOTE: Proposal Submittal Form

The "**Proposal Submittal Form**" (aka Bid Invitation) is created by combining two areas of the IONWAVE system: the **Attributes** tab and the **Line Items** tab. The 'Instructions for Proposers' document references the "**Proposal Submittal Form**" as a required part of the submission.

If you are submitting **electronically**, the system captures your responses directly through the Attributes and Line Items screens.

If you are submitting a **paper** bid/proposal, you must: 1/ Download the Bid Invitation deck (the compiled Proposal Submittal form) 2/ Fill it out manually (pen) 3/ Include the completed form with your physical bid/proposal package.

2 *

PROPOSER INFORMATION

3 Proposer's name, street address, and mailing address

Enter the proposer's name, street address, and mailing address (only if mailing address is different than street address).

Monitoring and Management Services, LLC (MMS), 1812 Old Natchez Trace, Franklin, TN 37069

4 Proposer's contact person's name, title, telephone number and e-mail address

Enter the proposer's contact person's name, title, phone number and email address

Byron Ross, Owner, 615-218-8801, byron@mmsontheweb.com

5 Proposer's normal hours of operation

Please enter the proposer's normal hours of operation.

Monday - Saturday 7 AM - 5 PM

6 Description of not only any proposal services to be rendered but also any goods, products, items, software and/or hardware included in the proposal.

Please enter a description of any proposed services to be rendered and any goods, products, items, software and/or hardware included in the proposal. If additional space is needed, upload a separate document on the response attachments tab

MMS FOG core program design is based on the United States Environmental Protection Agency's (US EPA) Region 4 Capacity, Management, Operation, and Maintenance protocol that includes the key elements for a successful FOG program: legal authority, plans review and design standards, inspections, permitting/control mechanisms, enforcement, communication, performance measures, public education, and an information management system. The MMS business plan and project approach includes the eight (8) FOG program major tasks for completion identified by MMS and are based on experience of FOG program implementation and success. The major tasks include:

- Food Service Establishment FOG Inspections o Inspections of Food Service Establishments (FSEs) are the cornerstone for a successful FOG program. Also, due to high turnover rates among FSE managers and employees the inspection is necessary to insure FSEs are aware of FOG control program requirements. MMS has experienced FOG inspectors that go through extensive field training prior to being approved to become FOG inspectors. MMS FOG inspectors conduct thorough inspections of the FSE including checking the grease control equipment components and available capacity, manifests or pumping records review, recon of downstream manholes for FOG impacts and any area stormwater impacts or impacts of illegal dumping, taking photos to document the inspection activities, updating contact and facility information, kitchen fixture unit ID walk-through, and interviewing the FSE owner or manager that includes review of FOG permit requirements, best management practices, and review of any issues or deficiencies identified during the inspection. The FOG inspector inputs all the FOG program inspection data, photos, and documents into the SOFT web-based database for each facility inspected, and the inspector can email the inspection results, photos and necessary certification form to the facility owner or manager. See Appendix B for example inspection report that can be emailed to the FSE contact. The number of inspections completed each month will be based on historical knowledge that during the months of November and December it is much more difficult to complete inspections due to holidays and increased traffic near FSEs. The MMS inspection team can complete over 4,000 FSE inspections each year. The MMS FOG Inspector Supervisor assigns areas for FOG inspectors and tracks inspection activity via the database. MMS FOG inspectors performance is reviewed by the FOG Inspector Supervisor with inspection information input into the database reviewed and periodic field performance evaluations conducted. Also, MMS has a thirty-seven (37) page Food Service Establishment FOG Inspector Training Manual that must be reviewed by personnel each year. Due to the recent Covid epidemic, MMS has Covid inspection protocols that limit face to face contact with correspondence via telephone and email.
- Enforcement o In some instances, FSEs violate their FOG permits or cause impacts to the Franklin sewer system. In these instances it is necessary to take appropriate enforcement actions to resolve the noncompliance and prevent sewer system overflows. MMS inspectors will issue noncompliance notifications to FSEs that are discharging FOG, have inadequate grease interceptor or grease trap components or maintenance, or have other deficiencies that impact the City of Franklin sanitary sewer or stormwater sewer system. Noncompliance Notification forms have detail information on the deficiency and explains proper response actions that need to occur. MMS will scan all noncompliance notifications and any other enforcement actions into the web-based database. Also, notifications are tracked in the database with due dates that signal when follow-up actions are necessary for non-responsive FSEs. Any FSEs not adequately responding to Noncompliance Notifications will be notified again, and if there is continued no response the

7 Description of any warranty included in the proposal

Please describe any warranty included in the proposal, if additional space is needed, upload a separate document titled "**Warranty**" on the response attachments tab.

MMS guarantees to provide professional and thorough food service establishment inspections and to report any issues to the City.

8 Acknowledgement of the Solicitation

Does the proposer take **any exceptions** to the City's procurement solicitation including the Request for Proposals?

No, proposer takes no exceptions.

9 Exceptions to the Solicitation

- List any exceptions taken to the City's procurement solicitation. Exceptions must be listed separately, described, and compared to the City's intention as expressed and implied by the City's solicitation documents. If additional space is required, upload a separate document with the title "**Exceptions**" on the response attachments tab.
- If no exceptions are taken, enter "**NONE TAKEN**".

NONE TAKEN

10 City of Franklin Employee

The vendor shall disclose if an owner, principal or other individual with a controlling interest of the vendor has been, within the past two (2) years, a City of Franklin employee. An individual shall be deemed a City of Franklin employee until such time as all compensation for salary, termination pay, and annual leave has been paid.

No

11

*

DELIVERY & PAYMENT TERMS

12 City's preferred delivery terms

Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to the proposer?

Yes

13 Proposer's requested delivery terms

If the proposer answered "No" to the City's preferred delivery terms (FOB destination, freight prepaid and allowed), enter the proposer's requested delivery terms.

NA

14 City's preferred payment terms

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?

Yes

15 Proposer's requested payment terms

If the proposer answered "No" to the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later), enter the proposer's requested payment terms.

NA

16 Method of payment

The City's default method of payment is by electronic means, direct deposit (i.e., "ACH-Automated Clearing House" or "Electronic Funds Transfer"), or by a bank credit card, rather than by conventional check. Which electronic payment method would the proposer prefer?

ACH or Electronic Funds Transfer

17 Last date proposal and pricing is valid and may be accepted by the City of Franklin

Enter last date (no sooner than **August 31, 2026**) that proposal and associated pricing is valid and may be accepted by the City of Franklin.

11/1/2026

1 8	*	IRAN DIVESTMENT (TCA 12-12-106) + NON-BOYCOTT OF ISRAEL (TCA 12-4-119)
1 9		Signature of first subscription and affirmation of proposer's authorized representative By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Byron Ross
2 0		Signature of second subscription and affirmation of proposer's authorized representative Except for any contract resulting from the submittal of this proposal with a total potential value of less than \$250,000, by submission of this proposal, each proposer, except those with fewer than ten employees, and each person signing on behalf of any such proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of its knowledge and belief, such proposer is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Byron Ross
2 1	*	AUTHORIZED REPRESENTATIVE
2 2		SIGNATURE - of proposer's authorized representative I affirm that I am authorized by the proposer to sign this Proposal Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Byron Ross
2 3		TITLE - of proposer's authorized representative Enter the TITLE of proposer's authorized representative. Owner
2 4		PHONE - of proposer's authorized representative Enter the PHONE NUMBER of proposer's authorized representative. (615) 218-8801
2 5		EMAIL - of proposer's authorized representative Enter the EMAIL of proposer's authorized representative. byron@mmsontheweb.com
2 6	*	VENDOR REFERENCES

27	Contact information for required references	Proposers shall provide references for similar services provided within the last twelve months from three (3) different accounts/customers/clients. Information to be provided shall include: accounts/customer/client name, accounts/customer/client address, description of services provided, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a recent accounts/customer/client of the proposer for similar services, then add the City of Franklin to the list of references as a fourth reference. If additional space is needed, you may upload a document under the Response Attachments tab titled " References ".
28	Reference #1	Enter contact information for reference #1. Metro Water Services, customer, FOG food service establishment inspections and pretreatment assistance, Mr. Andy Welch, Environmental Compliance Manager, 615-862-4590, joseph.welch@nashville.gov
29	Reference #2	Enter contact information for reference #2. Clarksville Wastewater Department, customer, FOG food service establishment inspections, Mr. Davis Stack, Pretreatment Coordinator, 931-645-2565 Ext. 1815, davis.stack@clarksvilletn.gov
30	Reference #3	Enter contact information for reference #3. City of Kingsport TN, customer, FOG food service establishment inspections and industrial pretreatment assistance, Mr. Tom Hensley, Kingsport WWTP Superintendent, 423-229-9394, tomhensley@kingsporttn.gov
31	Reference #4	Enter contact information for reference #4. City of Franklin, TN, customer, FOG food service establishment inspections, Mr. Juan Davis, WWTP Superintendent, 615-791-3240, juand@franklintn.gov
32	Reference #5	Enter contact information for reference #5. <i>No response</i>

Bid Lines

1	Food Service Establishment (FSE) Inspections	Quantity: <u>600</u> UOM: <u>per inspection</u>	Price: \$100.00	Total: \$60,000.00
Item Notes: Please enter a price per inspection. Inspections include database updates. Total inspections are estimated to be 600 over the three-year contract period. 300 inspections during the first year, 200 during the second year, and 100 during the third year.				
2	Noncompliance Notification (NCN) follow-up Inspections	Quantity: <u>120</u> UOM: <u>per inspection</u>	Price: \$100.00	Total: \$12,000.00
Item Notes: Please enter a price per onsite response inspection. Noncompliance Notification (NCN) follow-up inspections at FSEs that have not responded to NCNs or not provided complete information in the response. Total inspections are estimated to be 120 over the three-year contract period. Estimate of 40 inspections per year for the three-year contract.				

3 Consultation ServicesQuantity: 180 UOM: per hour Price: Total:

Item Notes: Please enter a price per hour for Consultation Services. This represents consultation services that may be required. Includes commercial pretreatment assistance, annual report, special reports, training classes, presentations, educational materials. Total consultation hours are estimated to be 180 over the three-year contract period. Estimate of 60 hours per year for the three-year contract.

4 Web-based FOG Tracking DatabaseQuantity: 36 UOM: per month Price: Total:

Item Notes: Please enter a price per month for the web-based FOG (Fats, Oils and Grease) Tracking Database. This web-based FOG tracking database to include data management and providing custom reports as requested. Total estimation is 36 months over the three-year contract period.

Response Total: \$93,960.00



PROPOSAL

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Related Project Experience.....	4
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COMPANY OVERVIEW

Monitoring and Management Services, LLC (MMS) is a sole member LLC small business that is owned by Byron Ross. MMS started providing Fats, Oils & Grease (FOG) program and pretreatment program services in 2002. Byron has over thirty-nine (39) years of industrial pretreatment program experience and twenty-four (24) years of experience with implementing and providing FOG control program assistance. Byron worked as a subcontractor for the U.S. Environmental Protection Agency (EPA) in EPA Regions 1, 4, 5, 6 and 9 for twelve (12) years conducting Pretreatment Compliance Audits and Inspections, local limits reviews, and conducting wastewater, FOG, and pretreatment training classes. Also, Byron has provided FOG inspection and pretreatment program training classes for Tennessee Department of Environment and Conservation and the Kentucky – Tennessee Water Environment Federation (WEF) and is co-founder of the Ky-Tn WEF Industrial Pretreatment Certification Program. MMS has assisted over sixty (60) municipalities and utilities to implement and provide FOG program assistance and has conducted over 70,000 food service establishment FOG inspections since 2002. MMS has worked with seven (7) cities that were issued Consent Decrees by U.S. EPA to improve their pretreatment and FOG programs. All these cities are now in full compliance with regulatory requirements. Five (5) MMS clients, including the City of Franklin, TN, Metro Water Services, Nashville, TN, Kingsport, TN, Chattanooga, TN and Hopkinsville, KY have received the Kentucky-Tennessee Pretreatment Excellence Award due in part to the success of their FOG program. MMS experience with industrial pretreatment programs includes local limits evaluations and calculations, pretreatment compliance inspections, pretreatment compliance audits, pretreatment needs assessments, enforcement action assessment and assistance, industrial user permitting, combined wastestream formula calculations, pollutant analysis review, and pollutant source identification. Municipal industrial pretreatment clients include Franklin, TN; Metro Water Services, Nashville, TN; Kingsport, TN; Gallatin, TN; Bowling Green, KY; Princeton, KY; Mt. Juliet, TN; Elizabethton, TN and Chattanooga, TN. Current municipal FOG program clients include Franklin, TN; Metro Water Services, Nashville, TN; Brentwood, TN; Kingsport, TN; Clarksville, TN; Hopkinsville, KY; Bowling Green, KY; Mt. Juliet, TN; Elizabethton, TN; Goodlettsville, TN; Springfield, TN; Lebanon, TN; Smyrna, TN and Chattanooga, TN. MMS has eight (8) employees with five (5) employees that each have over ten (10) years of FOG inspection experience. MMS has provided pretreatment and FOG program assistance to the City of Franklin since 2007 and looks forward to continuing service and improvement to the City's program.

PROJECT APPROACH AND BUSINESS PLAN

MMS FOG core program design is based on the United States Environmental Protection Agency's (US EPA) Region 4 Capacity, Management, Operation, and Maintenance protocol that includes the key elements for a successful FOG program: legal authority, plans review and design standards, inspections, permitting/control mechanisms, enforcement, communication, performance measures, public education, and an information management system. The MMS business plan and project approach includes the eight (8) FOG program major tasks for completion identified by MMS and are based on experience of FOG program implementation and success. The major tasks include:

- Food Service Establishment FOG Inspections
 - Inspections of Food Service Establishments (FSEs) are the cornerstone for a successful FOG program. Also, due to high turnover rates among FSE managers and employees the inspection is necessary to insure FSEs are aware of FOG control program requirements. MMS has experienced FOG inspectors that go through extensive field training prior to being approved to become FOG inspectors. MMS FOG inspectors conduct thorough inspections of the FSE including checking the grease control equipment components and available capacity, manifests or pumping records review, recon of downstream manholes for FOG impacts and any area stormwater impacts or impacts of illegal dumping, taking photos to document the inspection activities, updating contact and facility information, kitchen fixture unit ID walk-through, and interviewing the FSE owner or manager that includes review of FOG permit requirements, best management practices, and review of any issues or deficiencies identified during the inspection. The FOG inspector inputs all the FOG program inspection data, photos, and documents into the SOFT web-based database for each facility inspected, and the inspector can email the inspection results, photos and necessary certification form to the facility owner or manager. See *Appendix B* for example inspection report that can be emailed to the FSE contact. The number of inspections completed each month will be based on historical knowledge that during the months of November and December it is much more difficult to complete inspections due to holidays and increased traffic near FSEs. The MMS inspection team can complete over 4,000 FSE inspections each year. The MMS FOG Inspector Supervisor assigns areas for FOG inspectors and tracks inspection activity via the database. MMS FOG inspectors performance is reviewed by the FOG Inspector Supervisor with inspection information input into the database reviewed and periodic field performance evaluations conducted. Also, MMS has a thirty-seven (37) page Food Service Establishment FOG Inspector Training Manual that must be reviewed by personnel each year. Due to the recent Covid epidemic, MMS has Covid inspection protocols that limit face to face contact with correspondence via telephone and email.
- Enforcement
 - In some instances, FSEs violate their FOG permits or cause impacts to the Franklin sewer system. In these instances it is necessary to take appropriate enforcement actions to resolve the noncompliance and prevent sewer system overflows. MMS inspectors will issue noncompliance notifications to FSEs that are discharging FOG, have inadequate grease interceptor or grease trap components or maintenance, or have other deficiencies that impact the City of Franklin sanitary sewer or stormwater sewer system. Noncompliance Notification forms have detail information on the deficiency and explains proper response actions that need to occur. MMS will scan all noncompliance notifications and any other enforcement actions into the web-based database. Also, notifications are tracked in the database with due dates that signal when follow-up actions are necessary for non-responsive FSEs. Any FSEs not adequately responding to Noncompliance Notifications will be notified again, and if there is continued no response the facility is turned over to the City of Franklin Pretreatment Coordinator for escalation in enforcement action.

- Database Management/Information Tracking
 - MMS developed *MMS SOFT* (**S**ewer Maintenance, **O**verflows, **F**OG Tracking) web-based database in 2011. Since 2011 MMS has added modules that currently include Sewer Maintenance, Sanitary Sewer Overflows, FOG, FSE FOG plans review, Grease Waste Hauler Tracking, Dental Amalgam Rule, and Grease Waste Hauler reporting. *MMS SOFT Web-based* database has allowed City and MMS personnel the ability to check the latest FSE inspection, notification, enforcement, and other documentation immediately from any laptop, iPad, phone, or computer access to the internet. MMS inspectors can input inspection results, including photos, in real time operation. The City has posted a link to the FSE FOG plans review module where new FSEs can input and upload plans and information for the City and MMS to review. The use of the FSE FOG plans review module has decreased the amount of hard copy plans that were originally submitted. MMS host the web-based database and has included security measures to protect access to the data. Each user has a username and password to access the information. The database is backed-up daily and we have planned hosting space allowances for the next five (5) years. Some example screenshots of the MMS SOFT Web-based database are provided in *Appendix A*.
- FOG Permitting
 - Issuing FOG permits makes the FSE aware that FOG control is a serious issue and the FSE must comply with Franklin's sewer use ordinance requirements for nondomestic users. MMS has the capability to issue FOG permits for new FSEs and reissue FOG permits to existing FSEs when their current FOG permit expires. The FOG permit is a five (5) page document with City FOG Management Policy and Sewer Use Ordinance requirements. A permit cover page explaining the critical parts of the permit is included with the permit mailing.
- Grease Control Equipment Certification Program and Grease Waste Hauler Tracking
 - MMS assisted the City of Franklin in establishing a Grease Interceptor and Grease Trap Certification Program. MMS strongly believes that education and certification of grease waste haulers, plumbers and engineers to be able to conduct grease control equipment certifications has provided tremendous benefits to not only the sewer system, but also improved area stream quality due to leaking interceptors. A considerable number of grease interceptors have been replaced since implementation of the Grease Control Equipment Certification program. MMS wants to improve the City's Grease Interceptor and Grease Trap Certification Program by reviewing certification results, identifying, and responding to FSEs that have not completed their grease control equipment certification, and continuing to educate plumbing companies, engineers, and grease waste haulers about the program. Also, MMS plans to assist the City in updating an Approved Grease Waste Hauler Program with requirements to electronically report the FSEs the hauler companies pump each month. This data, along with grease waste hauler audits, will provide critical information for FSEs that have pumped, have not pumped, and improves the ability to track FOG waste from cradle to grave, verifying final disposal of the waste. The Grease Waste Hauler Reporting module in SOFT database allows MMS to conduct monthly uploads from grease waste hauler companies.
- FOG related Sanitary Sewer Overflow (SSO) and Sewer Line Blockage Investigations
 - One of the primary objectives of the FOG program is to prevent FOG related SSO events. MMS Project Manager, FOG Inspector Supervisor and Senior FOG Inspectors will respond to conduct a source identification investigation when a FOG related SSO event occurs. The primary objective is to determine the FOG discharge source(s) and provide recommendations and enforcement actions as necessary to prevent any future SSO events. MMS responds to not only commercial FSE FOG related SSO causes but also residential FOG related SSO events. MMS will conduct onsite visits/inspections of apartment complexes that have been identified as contributing FOG to the sewer system and provide FOG educational materials for distribution to tenants. MMS will track FOG related SSO events and classify based on the source (Commercial FSE, single family residence, multi-family residence, or industrial). Also, MMS will input multi-family dwelling units (apartments) information in the SOFT database so

data can be tracked for future reference. MMS and City meetings will include review of FOG related SSO events and the best methods to prevent future SSOs.

- FOG Program Residential Education Materials/Media and Commercial Education Materials
 - MMS will continue to build on some established residential outreach materials that have been previously provided (e.g. “No FOG Dog” animated videos, coloring books, magnets and scrapers, “No Flush Zone” handouts, FOG prevention bill stuffers), and will develop new methods and techniques to reach residential and commercial customers.
- MMS, Wastewater Superintendent, Pretreatment Coordinator, and City Sewer Maintenance Communication
 - Communication regarding identification of FOG problem areas in the sewer system between MMS, Wastewater Superintendent, Pretreatment Coordinator, and City Sewer Maintenance Services is a critical component for the success of the City of Franklin FOG program. This communication will result in reduced FOG related sanitary sewer overflows (SSO), sewer line blockages, and sewer treatment and maintenance costs. FOG related SSO event communication is essential, with information provided to MMS so follow-up investigations and reports can be conducted to identify the source(s) and assess the location for any other possible issues (e.g. construction impacts, sewer line slope, roots, debris, etc...). All FOG related SSO events will be input in SOFT web-based database SSO Module for tracking. MMS and the Pretreatment Coordinator will conduct monthly meetings to review the FOG program status, SSO events, special investigations, enforcement, performance measurements, and inspections. Also, MMS will communicate to the Pretreatment Coordinator any other issues identified during inspections so they can provide information to the appropriate Department (e.g. Health, Stormwater, Codes, Fire).

RELATED PROJECT EXPERIENCE

MMS has assisted over sixty (60) municipalities and utilities to implement and provide FOG program assistance and has conducted over 70,000 food service establishment FOG inspections since 2002. Below are references for some of the MMS's pretreatment and FOG program clients.

1. **Client:** Metro Water Services, Nashville, TN
Contact: Mr. Andy Welch, Environmental Compliance
Phone: 615-862-4590
Email: joseph.welch@nashville.gov
Address: Metro Water Services, 1450 Lebanon Pike, Ste. C, Nashville, TN 37210
Dates of Project: 2003 to present
 FOG Program Contractor since 2003 with FOG characterization and assessment of over 3,600 food service establishments(FSE), identifying the type of FSE, grease control equipment type and size, and working with the Environmental Compliance Section and Metro Sewer System Maintenance Section to coordinate sewer line cleaning and maintenance of areas characterized as FOG “hotspot” areas. The program has resulted in a drastic decrease in FOG related SSO events (from 230 per year (2002) to 5 per year (2025)). MMS provides pretreatment program assistance with calculation of local limits and updating the SOFT database to meet the dental amalgam rule. Assisted with developing initial Metro FOG Management Policy referenced by the Sewer Use Ordinance that included grease control equipment sizing, design standards and specifications, and best management practices. Assisted with development and implementation of the Food Service Establishment (FSE) Enforcement Response Guide (ERG) and FOG enforcement protocols. MMS provides instruction and training to area grease waste haulers and plumbers and assists with conducting the grease control equipment certification class. MMS conducts over 2,500 FSE compliance inspections each year, coordinating enforcement actions, issuing FOG Discharge Control Permits to all FSEs, submitting and reviewing sewer line cleaning requests, and conducting special investigations for FOG related SSO events and sewer line blockage to identify for source control.

2. **Client:** **Clarksville Wastewater Department**
Contact: Mr. Davis Stack, Pretreatment Coordinator
Phone: 931-645-2565 Ext. 1815
Email: davis.stack@clarksvilletn.gov
Address: 15 Quarry Road, Clarksville, TN 37042
Dates of Project: 2007 to Present
MMS conducts annual FOG inspections for approximately 650 FSEs in the City of Clarksville, TN. MMS assisted with implementing the Clarksville FOG program with writing the FOG Ordinance, FOG and grease waste hauler enforcement response guide, implementing the approved grease waste hauler program and grease control equipment certification program.
3. **Client:** **Kingsport Wastewater Treatment Plant, Kingsport, TN**
Contact: Mr. Tom Hensley, Kingsport WWTP Superintendent
Phone: 423-229-9394
Email: tomhensley@kingsportTN.gov
Address: 620 West Industry Drive, Kingsport, TN 37660
Dates of Project: 2005 to Present
FOG Program Contractor since 2005 conducting over 340 FSE FOG inspections each year, identifying commercial and residential FOG hotspot areas for the City that has led to decreased SSO and sewer blockage events. MMS developed Kingsport's FOG Management Policy that includes grease control equipment sizing, design standards and specifications, best management practices, and a FSE ERG. MMS issues initial notices of noncompliance to FSEs and inputs inspection and enforcement results into the Kingsport –MMS web based SOFT database. MMS implemented Kingsport's "Approved Grease Waste Hauler Program" and "Grease Control Equipment Certification Program". MMS conducts grease waste hauler and plumber training classes and the GCE certification class. Also, MMS assist the City with the industrial pretreatment program by conducting significant industrial user inspections, local limits evaluations, calculating significant noncompliance, review of industrial user and wastewater treatment plant pollutant analysis, and providing the TDEC Annual Pretreatment Report.
4. **Client:** **Brentwood, TN**
Contact: Mr. Bill Jennings, Utility Programs Coordinator
Phone: 615-371-0080
Email: bill.jennings@brentwoodtn.gov
Address: 1750 General George Patton
Dates of Projects: 2008 to present
MMS conducts annual FOG inspections for over 115 FSEs, does noncompliance notice follow-up inspections, monthly reports from SOFT database provided, and grease waste hauler tracking with monthly uploads to the grease waste hauler module in the Web-based database.

5. **Client:** City of Franklin, TN
Contact: Mr. Juan Davis, Wastewater Treatment Plant Superintendent
Phone: 615-791-3240
Email: juand@franklintn.gov
Address: Franklin WWTP, 135 Claude Yates Drive, Franklin, TN 37064
Dates of Project: 2007 to present

MMS has conducted annual FOG inspections for approximately 530 FSEs in the City of Franklin, TN. The City of Franklin has experienced phenomenal growth, especially during the last few years, and the established FOG program has allowed minimum sewer obstruction impact from increased commercial FSE development. The FOG program has increased FSE owners and employees' awareness and communication regarding FOG discharge control, grease control equipment maintenance and best management practices. Increased communication between the WWTP and Industrial Pretreatment Section and Sewer Maintenance Section have resulted in prevention of sewer line back-ups and overflows. Also, the use of MMS Web-based SOFT has improved data tracking and efficiency. TDEC acknowledged that the FOG program has been successful during recent wastewater and pretreatment program audits. FOG inspections have increased the maintenance on grease control equipment and corrected stormwater problems. MMS tracks grease waste hauler pump events and grease control equipment certifications by uploading all data provide by the haulers to the grease waste hauler module. Also, MMS assists the City of Franklin with their Industrial Pretreatment Program.

PROJECT TEAM MEMBERS AND ORGANIZATIONAL STRUCTURE

MMS is a small business with eight (8) employees that provide FOG program inspection and pretreatment assistance to municipal clients. MMS has the financial resources to perform the services requested with annual sales for the last three (3) years from \$600,000 to \$700,000. MMS is confident that we will meet the requirements of the City of Franklin Sanitary Sewer Pretreatment Program Support Services, Solicitation No.: 2026-022, based on our experience, database improvements, and past proven performance of going beyond what is expected. The main inspectors for the City of Franklin FOG program work will be Byron Ross, Nathan Wright, and Thomas Farmer. A summary of MMS personnel that will participate in the City of Franklin support services is provided below.

- **Byron Ross – MMS Principal/Project Manager.** Byron will be the project manager for the City of Franklin Sanitary Sewer Pretreatment Program Support Services with duties that include communication with City personnel regarding food service establishment inspections, enforcement issues, SSO event follow-ups, grease waste hauler issues, monthly grease waste hauler uploads to the database, database reports and needs, industrial pretreatment inspections, and FOG impact special reports. Also, he will assist the City as necessary to provide presentations to specific audiences, communicate with grease waste hauler companies, track performance indicators, provide supporting data for meetings, and will insure adjustments are made to the web-based database as necessary to improve efficiency and time management for City employees. In addition, he will provide employee training materials and protocols, safety updates, and conduct administrative duties. Byron has conducted over 15,000 food service establishment FOG inspections and has been in the wastewater service industry since 1987. MMS office is located in Franklin, TN which allows him to respond to onsite inspections and investigations quickly. (*Resume, see page 8*)

- **Nathan Wright – FOG Inspector Supervisor.** Nathan has over nineteen (19) years' experience conducting food service establishment FOG inspections and has conducted over 20,000 inspections during that time. Nathan's responsibilities include direct supervision of inspectors, assignment of FOG inspection areas to FOG inspectors, providing assistance to inspectors as necessary, training inspectors, tracking and follow-up with noncompliance notifications or enforcement actions, and assisting with special investigations. Nathan's strength is his thorough knowledge of the operation of the MMS SOFT web-based database. He tests and uses the components of the database via an iPad and laptop computer to help implement database improvements and to provide training for others on use of the database. Nathan has developed new FOG module reports and strives for continuous improvement. Nathan will be the MMS second contact person for City of Franklin inquiries. Nathan is based in Nashville, TN.
- **Thomas Farmer – Lead FOG Inspector.** Thomas has over ten (10) years of experience conducting food service establishment FOG inspections. During this timeframe he has conducted over 17,000 FOG inspections in seven (7) cities. Thomas has excellent inspection skills and is very thorough. Thomas will be the primary inspector for Franklin FSEs which means he will be dedicated to conducting Franklin FSE inspections until they are completed. Thomas is based in Franklin, TN which makes response time much quicker for any issues.

Other MMS FOG Inspectors that can assist if necessary:

- **Howard Baker – Senior FOG Inspector.** Howard has fifteen (15) years' experience conducting food service establishment inspections and has conducted over 8,000 inspections during that time. Howard is based in Nashville, TN.
- **Mitch Merryman – FOG Inspector.** Mitch has one year experience conducting food service establishment FOG inspections. Mitch is based in Nashville, TN.
- **Michael Tannehill – FOG Inspector.** Michael has just started with MMS and has 3 months experience. Michael is based in Gallatin, TN.
- **Steve Clark – Senior FOG Inspector.** Steve has over twenty (20) years of experience conducting FSE FOG inspections. He has conducted over 10,000 inspections. Steve is based in Kingsport, TN.
- **Grayson Clark – FOG inspector.** Grayson has over eight (8) years of experience conducting FSE FOG inspections. He has conducted over 2,000 inspections. Grayson is based in Kingsport, TN.

BYRON ROSS

TITLE: Principal / Owner
Monitoring & Management Services LLC (MMS)

EXPERTISE: FOG Program implementation, inspections, training; Environmental Monitoring; Wastewater Treatment troubleshooting; Industrial Pretreatment Program Audits, Compliance inspections, local limit calculations; Pollutant fate, transport and source identification; hauled waste monitoring.

ACADEMIC

BACKGROUND: B.S. Natural Resource Management, University of Tennessee at Martin; Martin, TN 1986

Mr. Ross has over 39 years of environmental science and monitoring experience. In 2002, Mr. Ross founded MMS and concentrated his efforts on Fats, Oils and Grease (FOG) program development and implementation for municipalities. Mr. Ross has worked with over 60 municipalities and utilities in development and implementation of FOG programs, and developed responses to EPA Consent Decrees and Orders for particular cities. Also, he has conducted FOG program training and industrial pretreatment training, including webinars, for US EPA Regions 1, 4, 5, 6, and 9, Tennessee Department of Environment and Conservation, Border Environmental Cooperation Commission, and KY-TN Water Environment Association. He has developed FOG program materials, policies and protocols for municipality, utility, state, and Federal government including FOG inspection training, FOG management policies and ordinances, enforcement response guides, grease control equipment certification, approved grease waste hauler program, and residential FOG control awareness. Since 2003, MMS has conducted over 70,000 food service establishment FOG inspections and continues to upgrade FOG program data management with the MMS SOFT web-based database that was first put on-line in 2011. Also, Byron has worked for US EPA as subcontractor for Tetra Tech conducting pretreatment compliance audits and inspections, and local limits reviews in US EPA Regions 1, 4, 5, 6, and 9. In addition, Byron has conducted industrial pretreatment program assessments, industrial waste surveys, and local limit calculations for several cities in Tennessee and Kentucky, including Memphis, Metro Nashville, Chattanooga, Franklin, Oak Ridge, and Kingsport.

Prior to MMS, Mr. Ross was the chemical site manager for Henkel Chemical Management at the Saturn-GM facility in Spring Hill, TN. He supervised two onsite chemical engineers, a warehouse supervisor and buyer, and was responsible for review, recommendation and purchase of all indirect chemicals necessary for automotive production. He worked with over 70 suppliers, and registered over \$1.5M in cost savings for Saturn as site manager. From 1994 to 2000, Mr. Ross was Environmental Monitoring & Technical Consultant for Environmental Science Corporation. He established the lab's first branch offices, provided technical assistance for water and wastewater treatment, NPDES permit negotiation and supervised environmental sampling and monitoring field section. From 1987 to 1994, Mr. Ross worked with Metro Water Services as plant laboratory technician, biologist and senior chemist. He was involved with the industrial pretreatment program, receiving stream monitoring, and special projects under the direction of the Industrial Waste Coordinator.

PROFESSIONAL CERTIFICATIONS/ AFFILIATIONS:

State of Tennessee Grade 4 Wastewater Treatment Plant Operator License (since 1988)

Instructor and Co-Founder for Ky-Tn WEA Industrial Pretreatment Certification Program (since 2003)

ADDITIONAL INFORMATION FOR PROPOSAL

- There is no conflict of interest between MMS and/or its employees, and the City of Franklin.
- MMS has no exceptions to this procurement solicitation.
- MMS has met the City's Insurance Requirements (See Certificates of Insurance attachments).
- No subcontractor will be used by MMS to complete the tasks in this proposal.
- Byron Ross, MMS owner, understands the City's needs as described in the Request for Proposal.
- MMS does have a Safety Awareness Program and FOG Inspector Guidance Manual that is required to be reviewed each year.
- MMS does have a Drug-Free Workplace Policy in effect.
- MMS will accept the City's contract based on the procurement solicitation contents.
- MMS will not charge the city any travel costs or "out of pocket" expenses to perform the proposed work. The proposed fees cover the work to be performed as described in the Request for Proposal. If any additional work is requested by the City, then additional cost will be applied at the rates designated in the MMS proposed fees.
- Risk Associated with Project. MMS personnel check several sewer manholes and FSE grease interceptor manholes. Safety of MMS personnel and citizens is a prime concern when opening these manholes. MMS FOG Inspectors have safety vests, orange safety cones, flashlights, and flashing lights on their vehicles. Also, MMS personnel will team at various locations due to traffic conditions or safety concerns. However, there are some manholes located in high traffic areas that MMS personnel cannot open without assistance from City of Franklin Wastewater Department. In addition, the recent population and vehicle increase in the Franklin area has increased safety concerns with not only major roadways, but also in parking lots. MMS personnel are required to review MMS safety protocols and procedures, and assess each scenario when opening manholes using common sense judgment to determine if the manhole can be accessed and opened safely. Also, when MMS personnel determine that a manhole cannot be safely opened then MMS will contact the Franklin Wastewater Department with the specific manhole ID and request assistance.
- City Collection/Access of Data at Conclusion of Contract. Upon request by the City, MMS will provide all data contained in all of the modules of the SOFT Web-based database to the City. The format of the data will be determined based on mutually agreed format between MMS and the City. Also, at the conclusion of this contract, MMS will provide the City an option to continue using the SOFT Web-based database for a monthly or annual fee.
- Invoicing.
MMS will invoice the City each month for work completed during the previous month. MMS currently is set up to receive EFT from the City. MMS will submit monthly invoices electronically (via email). Payment of MMS invoices will be net thirty (30) days after the City receipt of the MMS invoice

APPENDIX A

Web-based Database FOG Module Screenshots

1. Overview of all modules in the web-based database.



HISTORIC FRANKLIN TENNESSEE

[Home](#) [Databases](#) [User Information](#) [Contact Admin](#) [Log Out](#)

View Database - City of Franklin (v2_mms_franklin)

City of Franklin
FOG License #:

[Sewer Maintenance Module](#)

[Overflow Module](#)

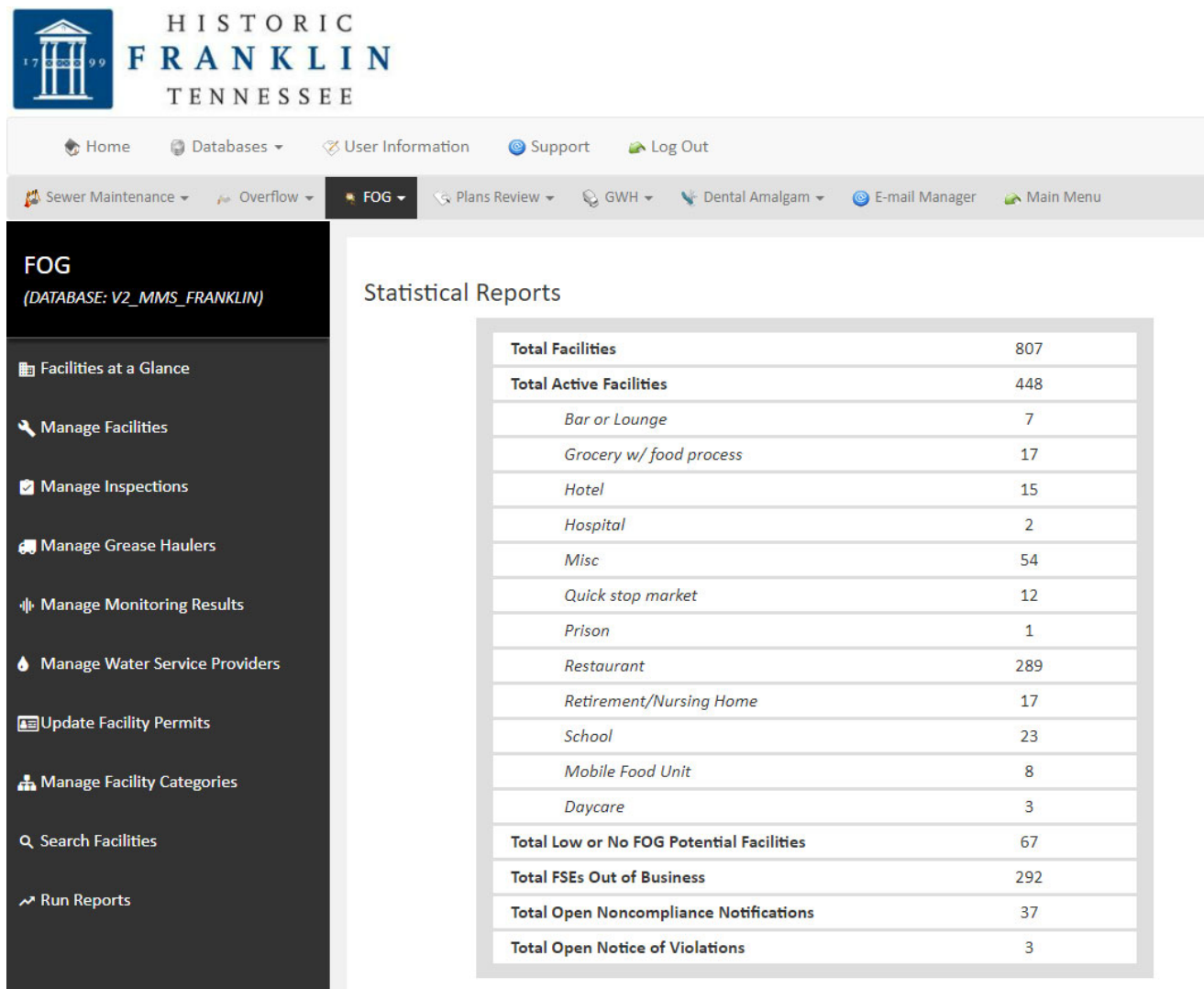
[FOG Module](#)

[Grease Control Plans Review Module](#)

[Grease Waste Hauler Module](#)

[Dental Amalgam Module](#)

2. FOG module dashboard



HISTORIC FRANKLIN TENNESSEE

Home Databases User Information Support Log Out

Sewer Maintenance Overflow FOG Plans Review GWH Dental Amalgam E-mail Manager Main Menu

FOG
(DATABASE: V2_MMS_FRANKLIN)

- Facilities at a Glance
- Manage Facilities
- Manage Inspections
- Manage Grease Haulers
- Manage Monitoring Results
- Manage Water Service Providers
- Update Facility Permits
- Manage Facility Categories
- Search Facilities
- Run Reports

Statistical Reports

Total Facilities	807
Total Active Facilities	448
Bar or Lounge	7
Grocery w/ food process	17
Hotel	15
Hospital	2
Misc	54
Quick stop market	12
Prison	1
Restaurant	289
Retirement/Nursing Home	17
School	23
Mobile Food Unit	8
Daycare	3
Total Low or No FOG Potential Facilities	67
Total FSEs Out of Business	292
Total Open Noncompliance Notifications	37
Total Open Notice of Violations	3

3. Facilities at a Glance with options to select Facility Information, Contact Information, Inspection Data, Notifications or event history, sampling/monitoring results, photos, and documents; or go to Navigation and go to other sections of the database



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[Sewer Maintenance](#) [Overflow](#) [FOG](#) [Plans Review](#) [E-mail Manager](#) [Main Menu](#)

Navigation

- Facilities at a Glance
- Manage Facilities
- Manage Inspections
- Manage Grease Haulers
- Manage Monitoring Results
- Manage Water Service Providers
- Update Permits
- Manage Facility Categories
- Run Reports

Facilities at a Glance

Facility Permit Number

Facility Name

[Facility Information](#) [Contact Information](#) [Last Inspection Data](#) [Notifications](#) [Monitoring Results](#) [Photos](#) [Documents](#)

Location Information

Address

☒ Active Permit
☐ Inactive Permit

Address (2)

Effective Date

End Date

City

State

Zip Code

Facility Type

Category

GPS ID

Sewer Plat ID

Map Parcel ID

Handy Map ID

Grease Interceptor Size

Grease Trap Rating/Capacity

GCE Review

4. Run Reports section



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Navigation



FOG Module

Reports

Choose a report type, specify the requested parameters, and click "Generate Report" to create a report.

☒ Facility Summary Report	☐ Notifications Summary Report
☐ Billing Information Report	☐ Listing of Grease Haulers by Facility
☐ Listing of Facility Inspections	☐ Listing of Permit Due Dates
☐ Listing of Facility with No Inspections	☐ Listing of GCE Type Equipment by Facility
☐ Listing of Facility Reinspections	☐ GCE Review Report by Facility
☐ Listing of All Facilities	☐ FSE Category Report
☐ Listing of All Notice-of-Violations (NOVs)	☐ Pumping Events by Date Range
☐ Listing of All Completed NCNs	☐ All Facilities Billing Report
☐ Listing of All NCNs with No Complete Date	☐ Sewer Line Cleaning List
☐ Listing of Grease Control Equipment Certifications (GCECs)	☐ Storm Water Impact List
☐ Listing of Incomplete GCECs	☐ Facility Mailing Labels
☐ Listing of All Scheduled Inspections (SINSPs)	☐ Envelopes
☐ Listing of All Monitoring Results	☐ Mail Permit Documents
	☐ Reminder Letters

Facility

Choose facility

5. Notifications or event history section



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Facilities at a Glance

[Facility Summary Report](#)
[Mail Permit](#)

Facility Permit Number

Facility Name

[Facility Information](#)
[Contact Information](#)
[Last Inspection Data](#)
[Notifications](#)
[Monitoring Results](#)
[Photos](#)
[Documents](#)

Facility Notifications

[Add Another Notification](#)

Date Completed	Notification Type	Sent By	
6/8/2016	On-site Inspection	Mark Mayhew	This was an inspection of manholes to monitor the effectiveness of NHC's corrective action plan and compliance status. As evidenced by manhole pics, the lines were clear. No gloves or needles observed. More Remove
5/25/2016	Grease Control Equipment Certification	Onsite Environmental	passed Kevin Jordan w/ Onsite Environmental - Grease Interceptor passed - 3000 gallon capacity interceptor More Remove
4/27/2016	Follow up on initial inspection	Mark Mayhew	This was a re-inspection of manholes to ascertain the effectiveness of NHC's corrective action plan and compliance status. More Remove

APPENDIX B

Food Service Establishment FOG Inspection Report Example



FOOD SERVICE ESTABLISHMENT GREASE CONTROL INSPECTION FORM

Facility Name: <u>Tito's Mexican Restaurant</u>		Inspection Date: <u>06/04/2026</u>	
Facility Representative: <u>Mr. Jose Mata</u>		Title: <u>owner</u>	
Phone: <u>615-720-2729</u>		Owner/Regional Manager Name: _____	
Facility Address: <u>4001 Hughes Crossing - ste 111</u>		Mail Address: _____	
<u>Franklin, TN 37064</u>		<u>(if different)</u> _____	
Handy Map ID: _____		Sewer ID: <u>34532</u>	
		GPS ID: _____	

1) Grease Interceptor: ☒ Yes ☐ No 2) Interceptor Size (gallons): ☐ 500 ☐ 750 ☐ 1000 ☒ 1500 ☐ 2000
 (For #1, if "NO" then go to # 17) ☐ 3000 ☐ Two interceptors in series ☐ Other: _____

3) Manhole Access: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 4) Grease Layer Depth: ☒ 1"-3" ☐ 4"-6" ☐ 7"-9" ☐ >10"
 _____ Empty/Partially Full

5) Influent T Visible? ☒ Yes ☐ No 6) Influent T attached & in good condition: ☒ Yes ☐ No ☐ Unknown
7) Effluent T Visible? ☒ Yes ☐ No 8) Effluent T attached & in good condition: ☒ Yes ☐ No ☐ Unknown
9) Mid - Wall Baffle visible? ☐ Yes ☒ No 10) Baffle wall in good condition: ☐ Yes ☐ No ☒ Unknown

11) Grease Interceptor Hauler used: Onsite Environmental 12) Bacteria/Enzymes used: ☐ Yes ☒ No
 13) Product Name: _____

14) Frequency Interceptor Cleaned: 3 Month Intervals 15) Complete Contents Pumped? ☒ Yes ☐ No
16) Records of Maintenance/Cleaning Available? ☒ Yes ☐ No 17) Last date cleaned: 04/21/2026

18) Grease Trap: ☐ Yes ☒ No 19) Location: ☐ Under sink trap ☐ Floor trap ☐ Outside "floor" trap
20) Grease Trap flow-through rating / grease cap: ☐ 5 gpm/10 lb ☐ 10 gpm/20 lb ☐ 15 gpm/30 lb ☐ 20 gpm/40 lb
☐ 25 gpm/50 lb ☐ 35 gpm/70 lb ☐ 50 gpm/100 lb ☐ 100 gpm/200 lb ☐ 200 gpm/400 lb
21) Other Traps ? Location, Size. _____

22) Flow Restrictor Visible / Inplace? ☐ Yes ☐ No ☐ Undetermined **(FSE must Verify / Install Flow Restrictor)**
23) Grease Interceptor Hauler used: _____ 24) Bacteria/Enzymes used: ☐ Yes ☐ No
 25) Product Name: _____

26) Frequency Trap is Cleaned: _____ 27) Maintenance / Cleaning Records? ☐ Yes ☐ No
28) Last Date Cleaned: _____ 29) Grease Trap comments/location waste disposed: _____

30) Best Management Practices Implemented: ☒ Yes ☐ No 31) Outside Recycle Bin: ☐ Yes ☒ No
32) Food Grinder on Sewer? ☐ Yes ☒ No 33) Inside Recycle Oil System: ☐ Yes ☒ No
34) Cleanout Covers missing or damaged? ☐ Yes ☒ No (# Cleanout covers missing: 0 damaged: 0)
(Facility needs to repair missing or damaged cleanout covers immediately)

35) FOG impact at dumpster,recycle bin, storm sewer? ☐ Yes ☒ No (if Yes give explanation below) _____

36) Downstream Sewer: 34532 Evidence of grease in mh ☐ none ☒ light film ☐ slight ☐ moderate ☐ heavy
Comments No maintenance needed.

37) Picture ID: ☒ Sewer Manholes ☒ Grease Control Equipment ☒ Oil Recycle Bins
☐ Storm Drains ☐ Kitchen Area ☒ Miscellaneous

35) FSE has safety concerns? ☐ Yes ☒ No
April 21, 2026 Onsite Environmental completed annual grease interceptor certification. Keep record for all grease control equipment cleaning events onsite for inspector review, to include date cleaned, volume removed, place disposed and name of person cleaning. Review best management practices with all staff members and implement as many as possible into your daily routine.

Inspector Name: Thomas Farmer **FSE Rep:** jose.mata@live.com

Inspection Photos



Sewer Manholes
06/04/2026
34532 First Downstream



Grease Control Equipment
06/04/2026
Interceptor Location



Grease Control Equipment
06/04/2026
Inlet tee



Grease Control Equipment
06/04/2026
Outlet tee

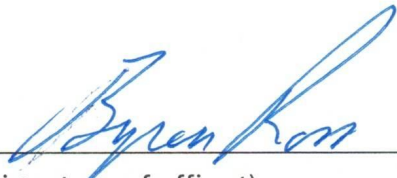
Affidavit of Certifications and Registrations

State of: Tennessee

County of: Williamson

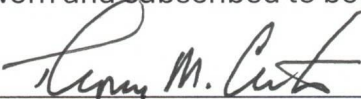
On behalf of bidder/proposer, Byron Ross, agrees that:

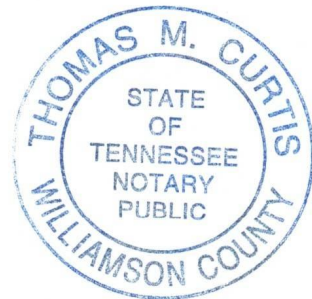
1. He is the owner of Monitoring and Management Services, LLC, the bidder or proposer who has submitted the attached bid or proposal.
2. He confirms that Monitoring and Management Services, LLC holds all certifications and registrations necessary to perform the services required under this solicitation.
3. This affidavit is made on personal knowledge:


(signature of affiant)

owner
(title of affiant)

Sworn and subscribed to before me this 9 day of June, 2026

 My commission expires: October 29, 2028
(Notary Public)



Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

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

1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here ☒):

3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here ☐):

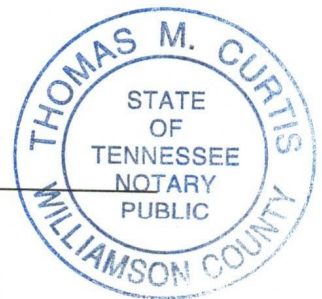
6. The Bidder or Proposer entity employs fewer than five (5) employees;

AND:

7. This Affidavit is made on personal knowledge.

Byron Ross
(signature of Affiant)

owner
(title of Affiant)



Sworn and subscribed to before me this 5 day of June, 2026
Thomas M. Curtis
(Notary Public) My Commission Expires: October 29, 2028

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

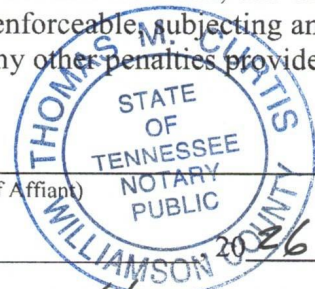
Byron Ross
(signature of Affiant)

owner
(title of Affiant)

Sworn and subscribed to before me this 5 day of June

Thomas M. Curtis
(Notary Public)

My Commission Expires: October 29, 2028



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026-022)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS
Affiant, Byron Ross, deposes and makes oath that:
(printed name of person signing Affidavit)

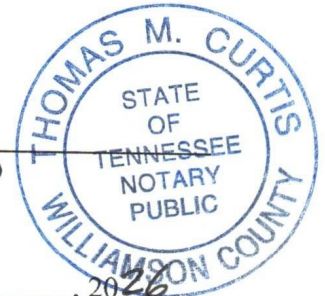
1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Byron Ross
(signature of Affiant)

owner
(title of Affiant)



Sworn and subscribed to before me this 5 day of June, 2026

Thomas M. Curtis
(Notary Public)

My Commission Expires: October 29, 2028

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0315)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party.
2. Successors. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
3. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to Vendor's performance of all provisions of the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
5. Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Upon request, City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
6. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of City:

City of Franklin
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office **Solicitation No. 2026-022**

Franklin City Hall
109 3rd Ave. South
Franklin, TN 37064
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Monitoring & Management Services, LLC
Byron Ross, owner
1812 Old Natchez Trace
Franklin, TN 37069
615-218-8801
byronCmanson@theWeb.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

7. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) City's failure to disclose such documents or information required to be disclosed by law, or (ii) City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that City impleads Vendor and Vendor assumes control over that claim.
8. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
9. AI System. Definition of AI System. The parties define "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.
 - a. The parties define an "AI system" to be any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.
 - b. Guiding Principles. The Contractor shall demonstrate that the AI system and its usage, deployment, and maintenance as it pertains to the services outlined in this agreement do not conflict with the City's AI Policy and Principles therein.
 - c. Risk Mitigation
 - i. The Contractor represents that the AI system is suitable for its intended use by the City and has been developed and will perform in a manner that is in compliance with all applicable laws and regulations.
 - ii. The Contractor shall maintain, follow, and provide, upon request, a copy of their Risk Management Plan that complies with accepted risk management frameworks, such as the NIST AI Risk Management Framework, ISO 42001, or other AI risk management governance standard.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

- iii. The Contractor shall work with the City to evaluate and minimize risks posed by the AI system.
- d. **AI Incident Response.** In the event of an AI incident, at the request of the City, the Contractor shall thoroughly investigate their systems of any suspected AI incident and promptly report findings to the Agency. An “AI incident” is an alleged harm or near harm event to people, property, reputation, technical integrity of the environment where an AI system is implicated. Examples of AI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.
- e. **Remediation.** At the City’s request, the Contractor will immediately discontinue the use of any AI system involved in providing services to the City. If the City, in its sole discretion, determines that the AI system is in violation of one or more of the requirements stated herein or that the Contractor does not promptly resolve an AI incident, or that the system does not adequately supports the City’s commitment to the City's AI Policy and Principles, then the City will provide the Contractor with notice that they have thirty (30) calendar days to promptly assess and resolve the issue. Potential methods to address such issues include, without limitation, changing the behavior of the AI system or subsystem; supplementing the system or subsystem to achieve the necessary outcomes; replacing the system with a non-AI system that meets the City’s needs; or limiting the function of the AI system or subsystem. After thirty (30) calendar days, the Contractor must provide evidence that the AI system is adequately fixed and ready for re-deployment, or that the AI system is not suitable for use.
- f. **Requirements for Contractors AI System(s).** To the extent permissible by law, the Contractor shall adhere to the following requirements in the course of doing business with or for the City:
 - i. **Updates:** Contractor shall provide prior notice for system upgrades that substantially impact the services provided to the City. Example of a substantial impact includes but is not limited to changes to: sensitive or protected information used in the system, compatibility with the City’s other systems, or decisions that impact the rights or safety of individuals. In the event of a change with a substantial impact, Contractor will provide the City opportunity to stay on the existing system version at the City’s request. Any updates made to the AI system that render the AI system unserviceable to the City to provide services defined in the agreement as determined by the City may be cause for termination by the City.
 - ii. **Data portability:** At the City's request, and at no additional cost, the Contractor shall provide all data owned by the City in a format that is easily usable by the City and, to the extent technically feasible, in a structured, commonly used, machine-readable format. The Contractor is not obligated to provide such data more than twice in a 12-month period.
 - iii. **Authorized use:** Data owned by the City cannot be used for other commercial applications without written consent from the City.
 - iv. **Data rights:** Data owned by the City that contains sensitive or protected information must be able to be deleted, edited, or anonymized at the request of the City or the data subject.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

- v. Performance: Provide the City or entity working on behalf of the City with the means to monitor the performance, including the accuracy, of the AI system it uses and report this accuracy to the City. This may include, but is not limited to, the false positive rate, the false negative rate, the true positive rate, the average percentage error, the mean-squared error, and human judgement scores.
 - vi. Algorithmic bias: Contractor will provide the City with evidence that demonstrates that bias present in the AI system is effectively managed for the context in which it will be deployed. Contractor shall provide information describing in detail how bias is assessed.
 - vii. Human oversight: Provide the City the means for a human to evaluate and override outputs of the AI system. The human evaluator must be able to override the outputs of the AI system and take precedence over all outputs.
 - viii. Explainability: Provide the City with an explanation of how the AI system generates outputs, including what factors influence the system's decisions, rule-based logic, training data sources, and probability-based decisions. The City holds the right to communicate its general usage of the AI system and explain its decision-making processes to the public.
 - ix. Notice: If required by the City, provide written notice of the usage of the AI system to data subjects and/or end-users, preferably at the point of service.
 - x. Process: Contractor shall comply with existing local, state, and federal law for data access and decision appeals related to the use or operation of the system.
 - xi. Ongoing Monitoring: Contractor shall regularly monitor the performance of the AI system to detect and rectify system behavior that violates any of the requirements in this section. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this section to the City, including the potential impact to services.
 - xii. Training: Ensure that appropriate training is available to City staff who may operate the AI system, which may include how to:
 - 1. Protect sensitive or personal information;
 - 2. Mitigate harmful algorithmic bias;
 - 3. Promote optimal performance;
 - 4. Report system errors; and
 - 5. Maintain service delivery if the AI system fails, to the extent possible.
 - xiii. Auditing: The City retains the right to observe, assess, or audit any relevant work processes, services, or documents in the course of doing business with the City to confirm that the Contractor (and any relevant sub-contractors) is complying with this Policy. Contractor shall provide access to information, documentation, and personnel required to complete this audit at no additional cost to the City.
10. Data Governance. For the purposes of this Agreement, "City Data" includes, but is not limited to, all information, records, databases, documents, materials, or any other data provided by the City, collected or accessed by the Contractor on behalf of the City, or generated in the

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

performance of services under this Agreement. This includes confidential, sensitive, personal, operational, or proprietary information, regardless of format or medium. The City retains exclusive ownership of all City Data. The Contractor shall not claim any right, title, or interest in City Data, and any use of City Data by the Contractor shall be limited strictly to the purposes outlined in this Agreement. The Contractor is expressly prohibited from accessing, using, disclosing, distributing, selling, or licensing City Data for any unauthorized purpose, including for its own benefit or the benefit of third parties. The Contractor shall implement and maintain comprehensive, industry-standard security measures to safeguard City Data against unauthorized access, loss, theft, alteration, or misuse. These measures shall include, at a minimum, encryption, access controls, monitoring, and regular security audits. The Contractor shall not transfer City Data outside of approved systems, networks, or jurisdictions without the City's prior written consent. In the event of a suspected or confirmed breach or unauthorized use of City Data, the Contractor shall immediately notify the City within twenty-four (24) hours of discovery and provide a detailed written report within forty-eight (48) hours. The Contractor shall cooperate fully with the City to contain, mitigate, and investigate the incident, including providing access to all relevant systems and records. Upon the City's request, the Contractor shall securely return all City Data to the City and permanently delete all copies from its systems and those of its subcontractors or affiliates. The Contractor shall certify in writing that the destruction is complete and irreversible. The Contractor shall comply with all applicable laws, regulations, and City policies governing the handling of City Data. The Contractor agrees to indemnify, defend, and hold the City harmless against any claims, damages, liabilities, fines, or penalties arising from the Contractor's breach of this clause or improper handling of City Data. This clause shall survive the expiration or termination of this Agreement.

11. Arbitration/Mediation. Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply. Neither arbitration nor mediation shall be binding.
12. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
13. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
14. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
15. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order, invoice, Vendor

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will, to the extent of such conflict, take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions pursuant to the “Amendment” section below.

16. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, City of Franklin and individual, on or off duty, officers, and employees of City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys’ fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of City of Franklin.
17. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
18. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state’s choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
19. Termination. Unless City has indicated otherwise in the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days’ notice to the other. Upon termination by Vendor, City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by City, Vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

20. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “Severability” section above, and may also have such other remedies as it may be entitled to in law or in equity.
21. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, then City (i) may cancel the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from Vendor that submitted the next lowest and best responsive and responsible bid, or Vendor that submitted the next best proposal, if that Vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Vendor liable for all damages provided by law, including cost of cover.
22. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions.
23. Amendment. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
24. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

EXCEPTIONS

Monitoring and Management Services, LLC has no exceptions to this procurement solicitation.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0315)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
July 20, 2026	Digital Insurance LLC	81241829	City of Franklin, TN	Commercial General Liability	February 11, 2027
July 20, 2026	Digital Insurance LLC	81241829	City of Franklin, TN	Automobile Liability	February 11, 2027
July 20, 2026	Digital Insurance LLC	81241829	City of Franklin, TN	Workers Compensation	February 11, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2026

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

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

PRODUCER Digital Insurance LLC-Franklin, TN 720 Cool Springs Blvd, Ste 400 Franklin TN 37067-7333	CONTACT NAME: Pam Hall PHONE (A/C, No, Ext): 615.371.5400 E-MAIL ADDRESS: pam.hall@onedigital.com	FAX (A/C, No):
INSURED Monitoring And Management Services 1812 Old Natchez Trce Franklin TN 37069	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co INSURER B: Crum & Forster Specialty Ins INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 29459 44520

COVERAGES

CERTIFICATE NUMBER: 81242829

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EPK-169004	2/11/2026	2/11/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E & O Liability \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	EPK-169004	2/11/2026	2/11/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	Y	20WECAS6041	1/19/2026	1/19/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				EPK-169004	2/11/2026	2/11/2027	

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

City of Franklin are additional insured on general liability policy for ongoing operations when required by written contract and executed prior to a loss. Coverage is primary and non-contributory with a waiver of subrogation to additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, TN
109 3rd Ave South
Franklin TN 37064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2026-0315)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

On behalf of Bidder/Proposer, Byron Ross agrees that:
(printed name of person signing Agreement)

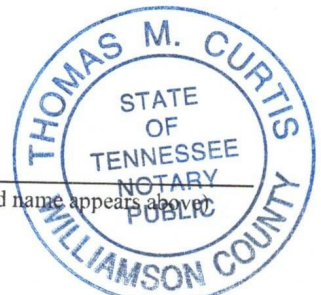
1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

Byron Ross
(signature of person whose printed name appears above)

owner
(title of person whose printed name appears above)



Sworn and subscribed to before me this 5 day of June, 2026
Thomas M. Curtis
(Notary Public)

My Commission Expires: October 29, 2028

(Submitted in response to City of Franklin Purchasing Office Solicitation No. **2026-022**)
Form revised 12/12/2016



File #: 26-0984

DATE: 8/25/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Discussion Of Water Management Department Owned Property At 113 Old Carter's Creek Pike For Future Uses

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Water Management Department owned property at 113 Old Carter's Creek Pike.

BACKGROUND/STAFF COMMENTS:

During the Integrated Water Resources Plan that was acknowledged by the Board in 2010 and has been the basis of most of the Water Department capital projects recently, the biosolids process was planned to produce sustainable fertilizer products for use by the City and community. When the City accepted final use of the new biosolids processing facility in 2023, staff needed time to optimize the process to produce quality biosolids, and then receive certification from the Tennessee Department of Environment and Conservation (TDEC) of the Class A biosolids status before moving forward with the potential for beneficial reuse.

Now that optimization is complete, the Water Management Department has begun the process to look at blending the Class A biosolids with the City's compost product to create a nutrient-rich fertilizer. To begin this evaluation, several properties that are City-owned were looked at to determine a feasible location for the processing of solids with the City's compost. This presentation will discuss those locations, the pros and cons of each alternative, and the selection of the 113 Old Carter's Creek Pike site.

Earlier this year, the Williamson County Homeless Alliance (WCHA) proposed the use of the 113 Old Carter's Creek property as a transitional housing facility. Representatives from WCHA will be present at the August 25th work session to discuss their proposal further.

FINANCIAL IMPACT:

Preliminary cost implications are discussed in the Water Management utility presentation. However, further data will be refined and presented once a site selection is made.

RECOMMENDATION:

Staff is seeking guidance from the Board of Mayor and Aldermen regarding the potential land use of the 113 Old Carter's Creek Pike parcel owned by the Water Management Department.



SUSTAINABLE BIOSOLIDS MANAGEMENT

AUGUST 25, 2026

MICHELLE HATCHER, PE,
DIRECTOR

TAYLOR HOPKINS,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

BACKGROUND

- Integrated Water Resources Plan defined the process criteria for new sustainable biosolids management into the planning horizon.
- Excerpts from design report indicate the plan for beneficial reuse of biosolids.

- Future biosolids handling → *Process Criteria*

Produce Class A Biosolids	Minimize Energy Consumption	Efficiency of Operations
Sustainability	Diverse Portfolio of Product Disposal Options	Odor Control
Reliability	Risk Reduction	Automated Processes
Environmental/Public Acceptance	Expandable Strategy for Growth	

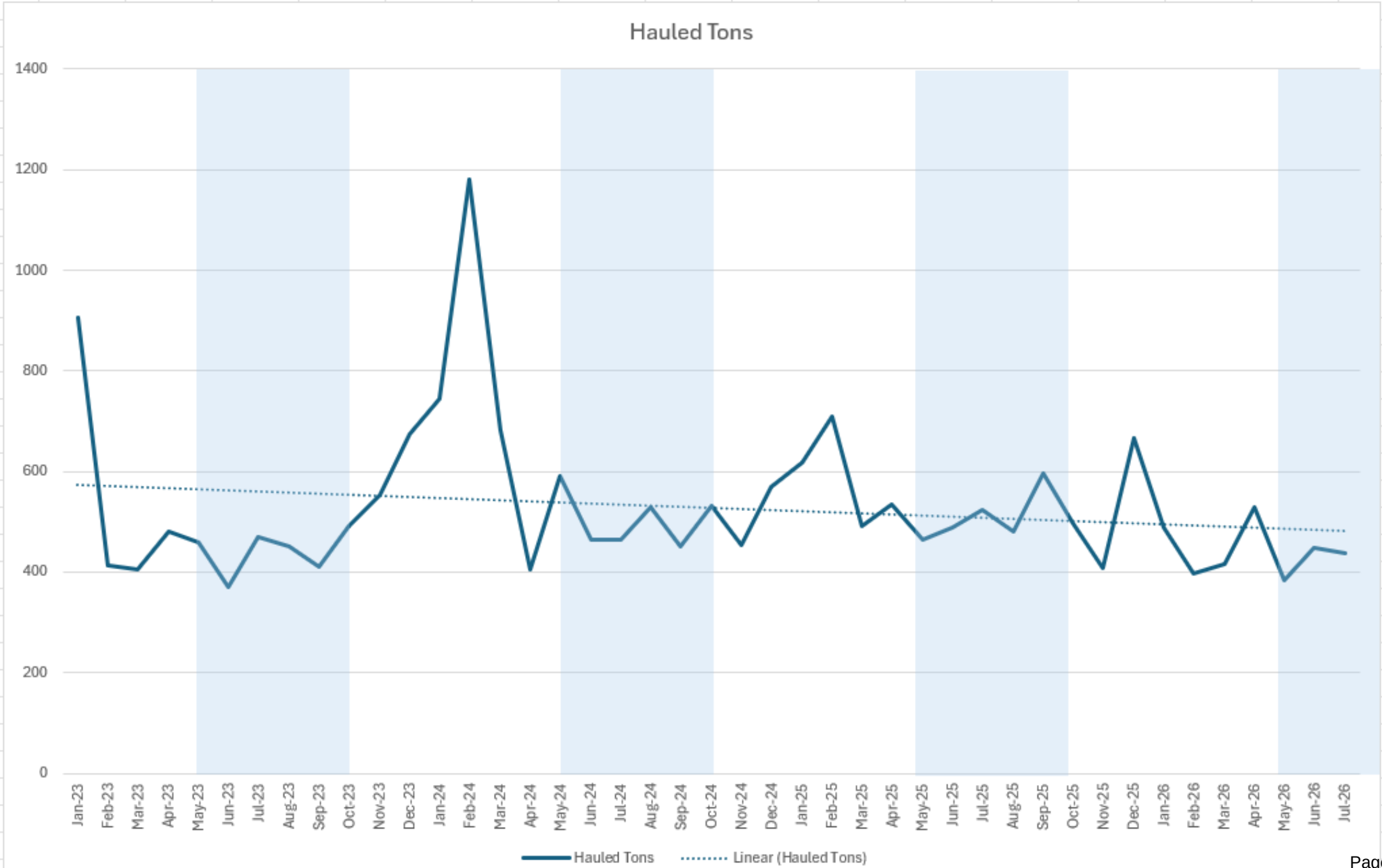
Once the final process (solar drying) is added to the facility, the City will be able to produce a product that has multiple disposal options for the Class A product:

- As fertilizer at City facilities (ball fields, parks, right of ways)
- Stored and distributed to the citizens of Franklin (similar to the composting program)
- Combined with the yard waste compost for distribution to the citizen of Franklin
- Cover for landfills
- As a soil amendment at local farms
- Landfill disposal (worst case) at a significantly reduced volume over current practices

CURRENT PRODUCTION OF BIOSOLIDS

- Produce biosolids 7 days/week
- Haul to landfill 5 days/week, 82-mile roundtrip = \$63/trip fuel costs
- Currently 1-2 trucks/day
- Since WRF solids process online, tipping fee increased from \$42 to \$65/ton (2023 to present)

Month	Tonnage	Landfill Price	Fuel Price
August 2026	481.39	\$28,883	\$1,515
September 2026	595.68	\$35,741	\$1,880
October 2026	496.23	\$29,774	\$1,566
November 2026	408.79	\$24,527	\$1,290
December 2026	665.37	\$39,922	\$2,100
January 2026	488.92	\$31,780	\$1,544
February 2026	397.54	\$25,840	\$1,255
March 2026	415.14	\$26,984	\$1,310
April 2026	530.33	\$34,471	\$1,832
May 2026	383.87	\$24,952	\$1,212
June 2026	447.3	\$29,075	\$1,412
July 2026	437.08	\$28,410	\$1,380
TOTAL	5,747.64	\$360,359	\$9,950



COMPOSITION / SAMPLING

- Nutrient content (samples 5/20/26): typically measured in N:P:K (nitrogen, phosphorus, potassium)
 - 21.6% solids and wet basis of 1:2:0
 - Working to complete nutrient composition of blended product (compost + biosolids)
- Seed Germination testing (biosolids + compost)
 - 75% biosolids + 25% compost
 - 50% biosolids + 50% compost
- Land application reports on biosolids
 - Elemental analysis
- Mineral-less media report (UT Ag

A material consisting of 75% Class A biosolids and 25% compost was received by our laboratory. The 75/25 blend was directly seeded with Bermuda grass.

The picture below is the trial at approximately 4 weeks after seeding. The grass germinated uniformly.



REGULATIONS

- Class A exemption letter indicating exception quality biosolids.
- No renewals needed unless changes made in treatment system that impact the characteristics of the biosolids product.

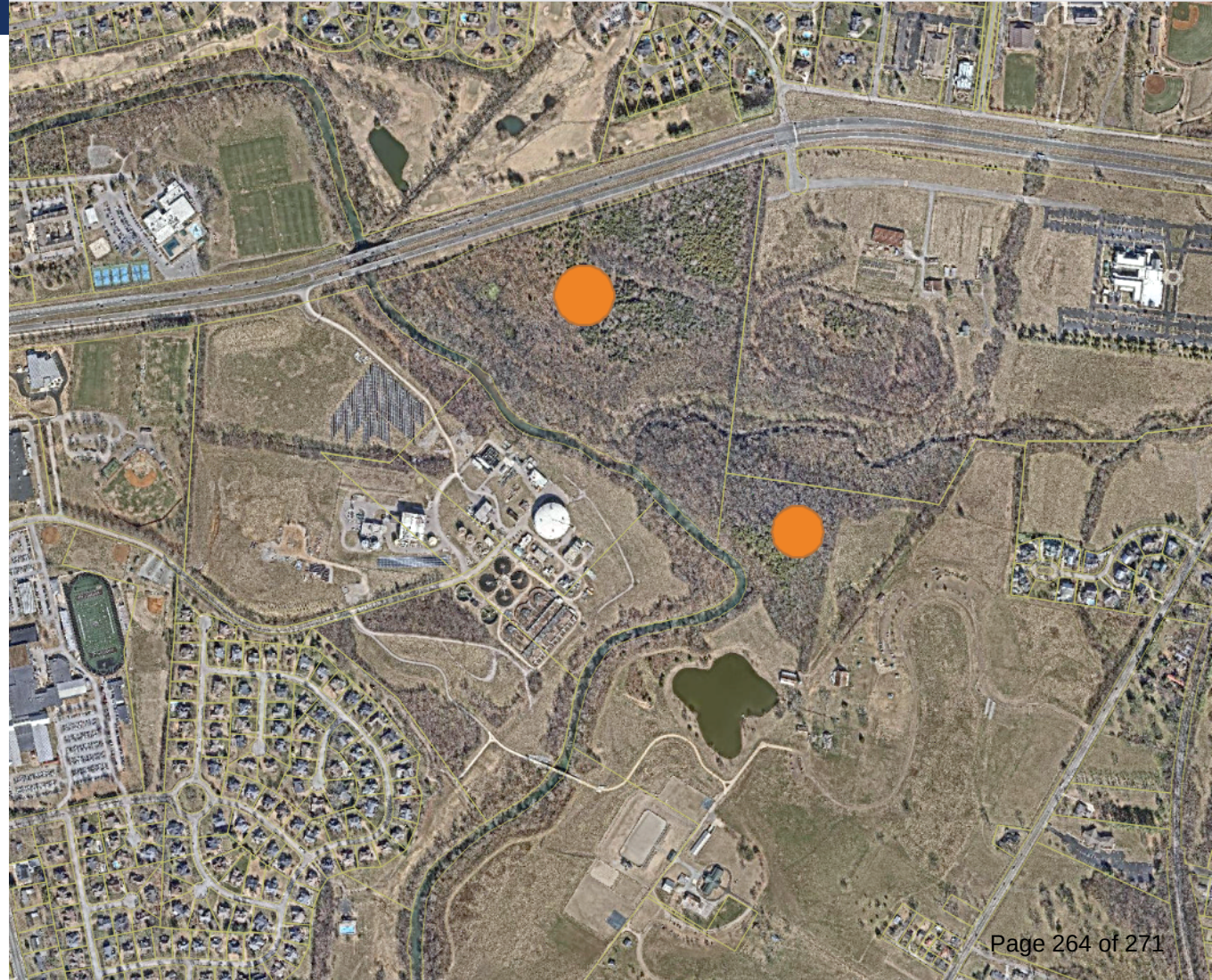
Ms. Hatcher:

Division of Water Resources staff members have reviewed the submitted information relative to the treatment of biosolids from the City of Franklin and have made the determination that the biosolids produced are **exceptional quality (EQ)** and are thus exempt from coverage under State of Tennessee rules, Chapter 0400-40-15. Please be advised that this exemption does not need to be reevaluated or renewed unless changes are made in the treatment system that impact the characteristics of the biosolids product.

- Notification received March 5, 2026, for diversion of solid's to City's composting facility, in addition to maintaining disposal practice at landfill.

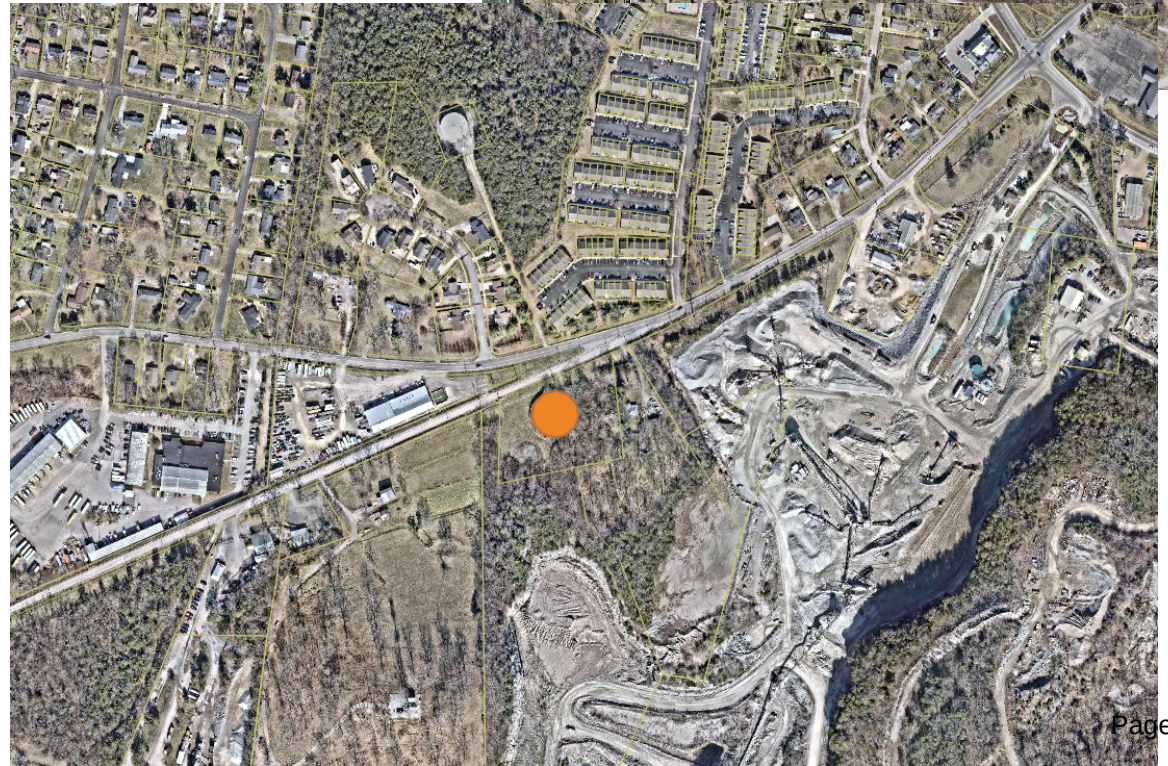
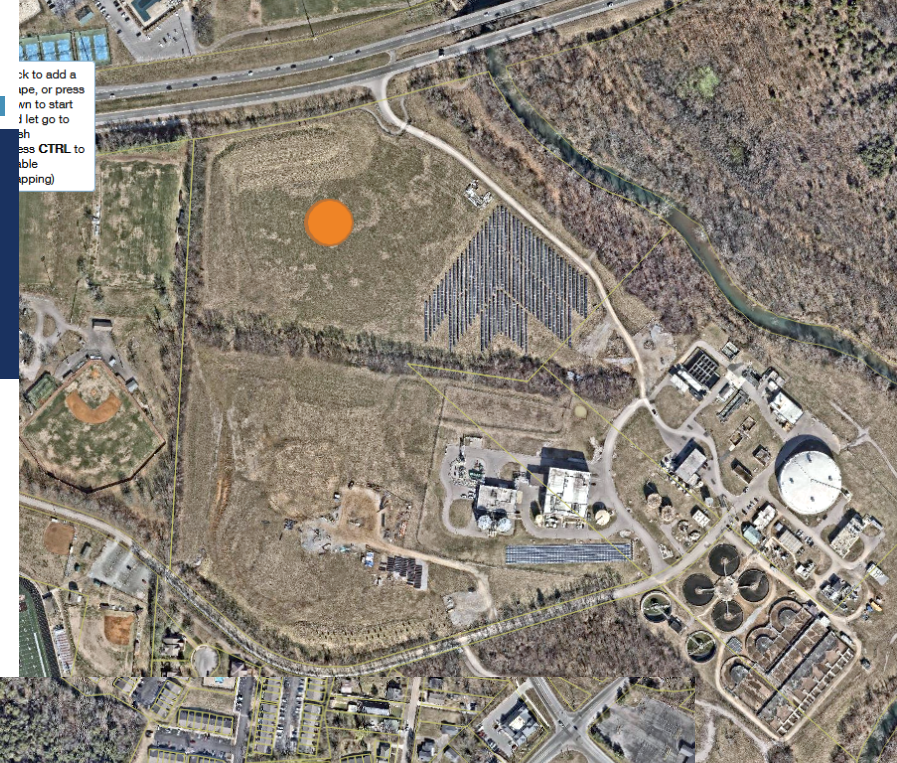
POTENTIAL LOCATIONS

- Harlinsdale
 - Pros: distance from other uses
 - Cons: No access, no utilities, land use easement
- Mack Hatcher across river
 - Pros: easy access from Mack Hatcher, distance from other uses
 - Cons: Limited area outside floodplain, no utilities



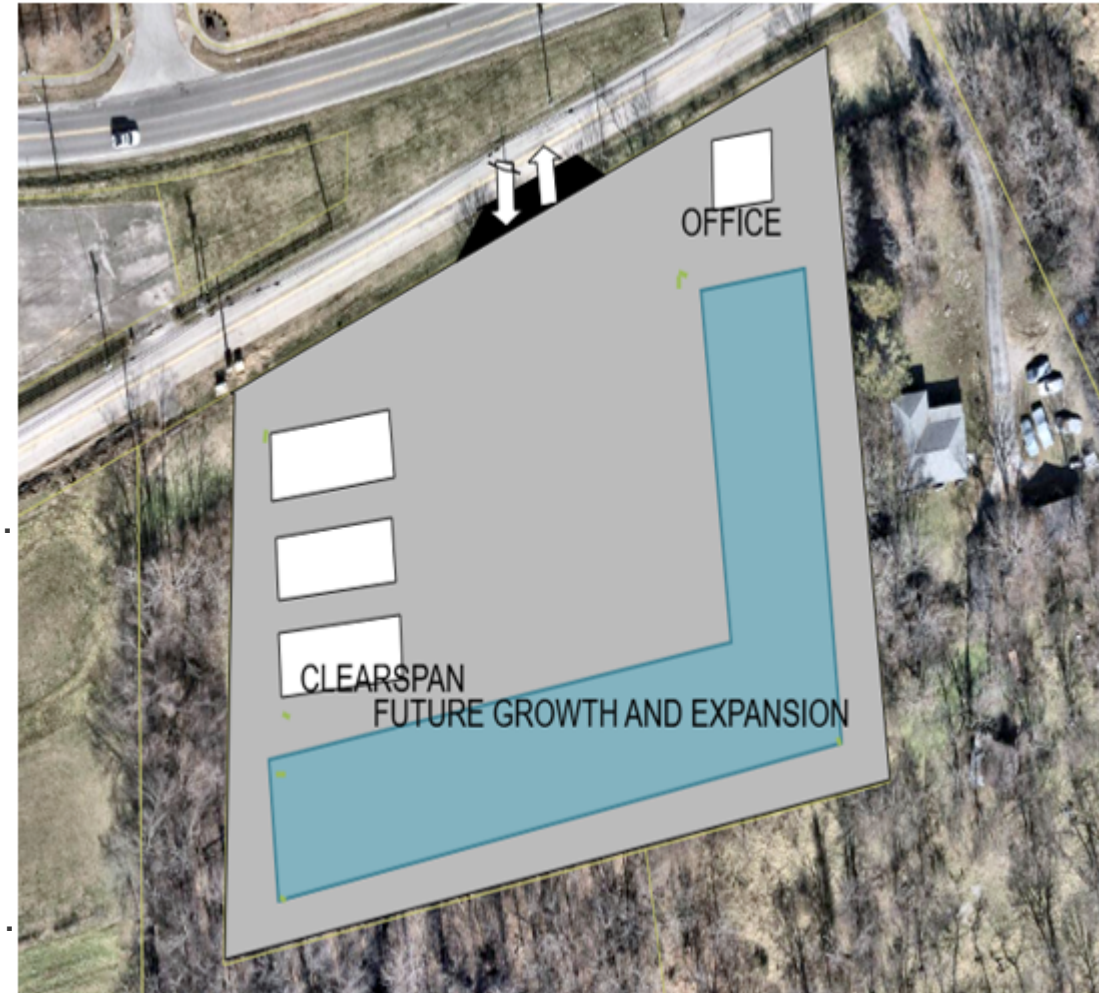
POTENTIAL LOCATIONS

- WRF open field
 - Pros: proximity to solids source, Mack Hatcher access, utilities available, gated.
 - Cons: proximity to other uses.
- 113 Old Carter's Creek
 - Pros: access to Carter's Creek, utilities available, gated property.
 - Cons: Proximity to other uses.



SITE DESIGN

- Buildout of two clear span buildings to allow for covered storage of mixed material.
- Office placed closest to utilities.
- White boxes: pile size of 42' x 96' x 12' = 1,100 yd³ / bldg.
- Blue area for future growth and expansion.
- Existing compost facility on Incinerator Road maintained, Carter's Creek site for storage and distribution of material.



113 CARTERS CREEK

- Water and sewer accessible.
- Atmos gas easement toward back of property.
- Gated property.
- Water Department already owns property.



113 CARTERS CREEK FINANCIAL IMPACT

- Estimated increase in compost storage capacity – 55%
- Initial Investment for storage expansion estimated at \$285,000 (site prep and structures)
- Initial capital costs can be offset in 3-7 years with cost savings from non-landfill disposal (diverted costs)
- Potential increase in operating expenses dependent on new plan of operations
 - Employees & equipment
- Increase in revenues dependent on customer demand

- Composting user survey to understand demands of blended material (QR code on composting vouchers).
- Anticipating purchasing similar to composting vouchers program.
- Currently selling bulk, explore potential for bagging material.

BLOOM



Fresh

Fresh Bloom is DC Water's Class A Exceptional Quality biosolids product. It has been dewatered and contains about 30 percent solids. A favorite of farmers, soil blenders and contractors, Fresh Bloom is sold in bulk by DC Water. Review our [Fresh Bloom spec sheet \(contractors\)](#) and [Fresh Bloom for Agriculture factsheet](#).



Woody Blend

Our Woody Blend (50% Fresh Bloom and 50% hardwood fines), made at our Blue Plains facility, is a great all-purpose soil amendment for landscaping and gardens, which you can use as you would Leafgro or other compost. Review our [Woody Blend spec sheet](#).



Sandy Blend

Our Sandy Blend is an all-purpose, high performing blend for topdressing lawns and more, sold in bulk from Blue Plains and select resellers. Review our [Sandy Blend usage card](#) and [spec sheet](#).





QUESTIONS