

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Capital Budget Subcommittee Meeting Agenda & Meeting Packet

May 5, 2021

5:30 PM

Meeting will be held at the **Municipal Building**
2nd Floor, Council Chambers
355 East Central Street

The public will **NOT** be permitted to enter the building or participate in person. Only pre-approved participants on the meeting agenda will be allowed to enter the Building and participate in person.

Residents can attend and participate via the “ZOOM” Platform.

***A NOTE TO RESIDENTS:** Due to the continued concerns regarding the COVID-19 virus and Governor Baker's declared State of Emergency, we will be conducting a remote/virtual Meeting for all public access and participation. In an effort to ensure citizen engagement and comply with open meeting law regulations, citizens will be able to dial into the meeting using the provided phone number (Cell phone or Landline Required) OR citizens can participate by clicking on the attached [link](#) (Phone, Computer, or Tablet required). The attached link and phone number will be active for the duration of the meeting for citizens to ask questions/voice concerns. If residents are just interested in watching the meeting it will also be [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29.*

- **Link to access meeting:** May 5th Capital Budget Subcommittee Meeting [HERE](#) -- click “Open Zoom”
 - Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/82104042726>
 - **Call-In Phone Number:** Call **1-929-205-6099** & enter Meeting ID: 82104042726 then press #

Discussion:

1. FY20 Capital Budget Round 2

This is a meeting of the Franklin Town Council Sub-Committee; under the Open Meeting Law, this subcommittee is a separate "public body" from the Town Council. Therefore, unless the Town Council has separately noticed and posted its own meeting, Councilors who are not members of this subcommittee will not be permitted to speak or otherwise actively participate @ this meeting, although they may attend and observe. This prohibition is necessary to avoid the potential for an Open Meeting Law Violation.

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

April 28, 2021

To: Town Council Capital Budget Subcommittee
From: Jamie Hellen, Town Administrator
Chrissy Whelton, Assistant to the Town Administrator

Re: Resolution 21-23: Capital Plan Round 2

I am asking the Town Council Capital Budget Subcommittee to consider the Round 2 Capital plan requests. The FY21 snow removal season has closed and the final total was \$1,084,506. The Town has \$765,547 remaining in free cash and is requesting approval of the following items in the second round of requests. The recommendations are as follows:

Technology Department

- **Wireless Access Point Software Licensing & Support** - \$153,972.

The Technology Department is requesting \$153,972 for the software licensing and support for six hundred eleven (611) Wireless Access Points in 1.3 million square feet of public buildings. These wireless access points provide wifi access to the thousands of educational and municipal devices we use everyday throughout the Town and School Buildings.

The licenses are for five (5) years and this is a one-time upfront cost. Paying for the 5 year support licenses up front, rather than year-to-year, allows the Town to save \$95,313 in the Town's operating budget over the five year time period. The Town is currently borrowing approximately \$273K to upgrade these for a ten year period. We anticipate the replacement to happen this summer.

- **SonicWall Firewall Upgrade** - \$65,517.

This item was "held" at the Town Council Capital Budget Subcommittee from final approval but received unanimous approval from the Finance Committee in March. The item was held as appropriate staff were unavailable the evening of the meeting.

This request is for the upgrade of the existing firewall located at Franklin High School which supported 1GB internet access for the entire school district and is 7 years old. To support remote

learning for Franklin Schools a 10GB internet line was installed and funded by the Franklin School District. This line, with the 10GB internet bandwidth, necessitated a far more robust firewall as a replacement.

Town Administration

- **Budget Stabilization “Rainy Day” Fund Policy** - \$137,000.

I am requesting approval of a new finance policy for the Budget Stabilization Fund and approval of authorizing 5% of this year's free cash total to the budget stabilization fund. If approved, the Town will have \$1 million in the account.

A draft of the policy is attached. If approved, the policy would establish usage requirements of the fund and set a goal of 5% of free cash each year going into the Town's “Rainy Day” fund.

- **Animal Control Truck** - \$20,000.

The Animal Control Department is requesting \$20,000 to purchase a pick up truck for the department. The total cost of this truck would be \$40,000 and is split 50/50 with the Town of Bellingham. The Town of Franklin has a regionalized service agreement with the Town of Bellingham on Animal Control.

- **MUNIS Conversion** - \$25,000.

These resources are to replace our current standalone program that the Finance staff use to record and track cash balances, as well as cash inflows and outflows, with a software package that is entirely integrated with Franklin's financial software Munis. Zobrio software is a separate package outside of the current MUNIS system, which means the staff must enter data into Zobrio and MUNIS.

The advantages of using an integrated product such as this are that it will eliminate double entries that are time consuming and significantly reduce the chances of human error. In addition, our annual licensing fee will be reduced by 2/3, which will save taxpayers in the operating budget. If approved, this reduction in licensing will be reflected in the budget in FY23.

The payback period on this software is approximately 4.5 years.

Department of Public Works

- **Roads and Infrastructure** - \$100,147.

The money will be mainly used for maintenance work and will help extend the life of roads in town.

- Snow & Ice - \$23,911.

These funds will be used to pay the remaining snow and ice costs for the winter.

- Highway & Grounds Truck- \$58,000

These funds are being requested for the replacement of the H-17 2002 Ford 1- Ton Dump w/ plow. This truck is 19 years old with 72,609 miles and is well past its life expectancy . This truck no longer plows due to the rusted frame and will not pass inspection

At the request of the Capital Budget Subcommittee at its last meeting, I am requesting funds for a replacement truck (which conveniently happened to completely die two days before the capital meeting!).

School Department

- Security Upgrades at JFK Elementary - \$32,000.

The School Department is requesting \$32,000 to expand the previously approved security updates at JFK Elementary. This would include the installation of interior security cameras at JFK in all common areas such as the main foyer, gymnasium, hallway, cafeteria and library. These upgrades in addition to installing the pedestrian trap approved in Round 1 would increase security comparable to the other elementary schools while remaining as fiscally responsible as possible.

Facilities Department

- Police Station Feasibility Study - \$150,000.

This appropriation is to reserve funds to study the feasibility, location, renovation and/or expansion of the Franklin Police Station. At this point, the Facilities Department does not have the time to begin this study. I anticipate it will go forward later this year or in early 2022 (best guess). Facilities Director Mike D'Angelo will be required to complete all outstanding projects on his plate prior to engaging in this study at a deeper level. Right now, the major projects left on his plate are the UVGI installation, the Municipal Building windows replacement, a municipal building generator and various school projects. Regardless, it is wise to put the money aside now to begin the process at some point within the year. If projects get done sooner, the money is there.

A study will take an estimated 12-18 months. The Police Department is on the doorstep of full accreditation, which should be completed this year. A facility built for the future will be a natural next step.

If you have any additional questions please feel free to ask.

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Budget Stabilization Policy

April 23, 2021

To be inserted into town financial policies:

18. Budget Stabilization “Rainy Day” Fund

- Reserves 5% of Free Cash every year to be deposited into the stabilization account.
- Funds should be considered as a one-time revenue source for the Town’s operating budget to cover portions of revenue losses in excess of 20% of either local receipts or new growth, or 10% of state aid, from a prior fiscal year.



TOWN OF FRANKLIN

RESOLUTION 21-23

FY21 CAPITAL PLAN ROUND 2

APPROPRIATION: FY21 CAPITAL PLAN ROUND 2

TOTAL REQUESTED: \$765,547

PURPOSE: To appropriate funds for the FY21 Capital Plan Round 2:

<u>DESCRIPTION</u>	<u>DEPT</u>	<u>SOURCE</u>	<u>AMOUNT</u>
Budget Stabilization	Finance	Free Cash	\$137,000
Roads & Infrastructure	Public Works	Free Cash	\$100,147
Snow & Ice-Personnel	Public Works	Free Cash	\$18,000
Snow & Ice-Expenses	Public Works	Free Cash	\$5,911
Pick Up Truck	Public Works	Free Cash	\$58,000
Sonic Firewall Upgrade	Technology	Free Cash	\$65,517
Technology Licenses	Technology	Free Cash	\$153,972
Security Expansion	School	Free Cash	\$32,000
Cash Management Software	Treasurer/Collector	Free Cash	\$25,000
Pick Up Truck (split w/ Bellingham)	Animal Control	Free Cash	\$20,000
Police Station Study	Facilities	Free Cash	<u>\$150,000</u>
			\$765,547

FINANCE COMMITTEE ACTION

Meeting Date: 4/27/21 Vote: 7-0

Recommended Amount: \$765,547 from Free Cash

MOTION:

Be It Moved and Voted by the Town Council that the sum of Seven Hundred Sixty-five Thousand Five Hundred Forty-Seven dollars (\$765,547) be appropriated from Free Cash to be expended at the discretion of the Town Administrator for the FY 2021 Capital Improvement Plan Round 2 as outlined above including any residual funds remaining in these line items.

This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2021

A True Record Attest:

Nancy Danello, CMC
Temporary Town Clerk

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

Glenn Jones, Clerk
Franklin Town Council

License Cost for Extreme Wireless Deployment 5 Year

QUOTE #13907 V1

March 18, 2021

PREPARED FOR
Town of Franklin

PREPARED BY
Peter Flynn



2 Batterymarch Park
Suite 401
Quincy, MA 02169
neweratech.com
617-3677474

Scope of Work

Proposal is for Five (5) year ExtremeCloud IQ Cloud RTU/EW/TAC licenses.

Franklin Public School District - 536 licenses for a total of \$135,072.00

Town of Franklin - 75 licenses for a total of \$18,900.00

This proposal is for licenses only.

Franklin Public Schools Licenses

Item	Product Description	Qty	Price	Ext. Price
XCIQ-PT0-C-EW-5YR-K12	ExtremeCloud IQ Pilot Tier 0 CLOUD RTU License and EW TAC 5Yr (US K-12)	536	\$252.00	\$135,072.00

Subtotal: \$135,072.00

Town of Franklin Licenses

Item	Product Description	Qty	Price	Ext. Price
XCIQ-PT0-C-EW-5YR-K12	ExtremeCloud IQ Pilot Tier 0 CLOUD RTU License and EW TAC 5Yr (US K-12)	75	\$252.00	\$18,900.00

Subtotal: \$18,900.00

Government Procurement Note(s)

Commonwealth of Mass State/Local Government Procurement Note

All contracts, purchase orders, and/or related correspondence should be directed to New Era Technology NE at 2 Batterymarch Park, Suite 401, Quincy, MA 02169 (Phone 617-367-7474). In generating an encumbrance or making a payment, please reference Future Technologies Group, LLC dba New Era Technology NE and vendor code VC0000286170. If this proposal references a state contract or procurement vehicle, the contract will be specifically referenced within the Scope of Work.

*** New Era technology NE is an approved vendor on the ITT50 statewide contract. This proposal is being provided in accordance with all rates, terms and conditions of the contract. ***

ERATE Service Provider Identification Number (SPIN)

A SPIN (Service Provider Identification Number) is the unique number assigned to each service provider participating in the Universal Service Fund (USF). USAC will assign a Service Provider Identification Number to each company that registers by filing a Form 498. New Era Technology NE offers many E-rate eligible services in the categories of Telecommunications, Internet Access, and Internal Connections as well as the Basic Maintenance of those Internal Connections. Please reference Future Technologies group, LLC dba New Era technology NE ERATE SPIN # 143033382.

Standard Terms & Conditions

Terms and Conditions

Unless otherwise noted, this Proposal is based upon all work being performed in one continuous phase during normal business hours, Monday through Friday. Pricing is contingent upon unrestricted access to the areas where the work is to be performed and, if applicable, access to the equipment or system(s), as necessary, both remotely and directly, so that New Era can effectively perform its services. Pricing is also contingent upon all cable pathways being easily accessible and free and clear of obstructions. All trademarks are the property of the respective owners.

Any change to the Scope of Work described in this Proposal involving extra costs shall only be effective upon the execution of a written Change Order by both Parties.

Warranties and Remedies for Services: New Era warrants all workmanship for one year from completion of the work and that all installation services will be performed by qualified personnel in a professional manner and in accordance with good commercial practices and industry standards. Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes in effect at the time services are rendered. New Era warrants that any equipment provided hereunder shall conform to the manufacturer's standard specifications for such equipment and shall be free from defects in both materials and workmanship for one year. To the extent permitted, New Era will extend applicable manufacturers' warranties for all equipment and materials to its end-user customers.

THE WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT FOR ANY BREACH OF THE ABOVE WARRANTIES, NEW ERA'S SOLE OBLIGATION SHALL BE TO REPERFORM THE SERVICES AND REPLACE ANY DEFECTIVE PRODUCTS PROVIDED. NEW ERA'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER.

Software Compliance: If access to the manufacturer's technical support organization is conditioned on the existence of an in-force and valid Manufacturer Support Contract (e.g. Avaya Support Advantage Coverage, Cisco Smartnet Coverage, AVST XpressCare, Extremeware, etc.), the Customer agrees to maintain such coverage on its systems. If applicable, Customer agrees to comply with and be bound by the manufacturer's Global Software License Terms, as if fully incorporated herein.

Acceptance and Risk of Loss: Equipment that does not require installation shall be considered accepted upon delivery to Customer. Equipment that requires installation shall be deemed accepted by Customer upon installation and written acceptance of the equipment by Customer. If Customer does not provide written acceptance due to non-compliance or defect, the equipment will be deemed accepted immediately once such defect is remedied by New Era. Customer assumes the risk of loss to the equipment upon delivery. Until the purchase price for the equipment is paid in full, Customer will maintain adequate insurance against fire, theft or other loss for the equipment's full insurable value with New Era named as loss payee. Title in the equipment will pass on full payment of the purchase price, plus all applicable taxes. Any returns may be subject to a restocking fee in accordance with the NEW ERA Customer Return Material Authorization Policy located at "http://support.neweratech.cloud/docs/NETNE_RMA_POLICY.pdf".

Indemnification: The Parties shall indemnify, defend, save and hold harmless each other, their employees, owners, officers, directors, attorneys, contractors, and agents from and against, and pay or reimburse the other on a current basis for, any and all costs, liabilities, losses, liens or encumbrances for labor or materials, expenses (including, but not limited to, reasonable attorneys' fees, fees of experts, and court costs), claims, and causes of action arising out of, or in any way connected with or related to, any personal injury to or death of any persons or damage to or loss of property, to the extent that such Losses occurred as a result of the negligence or misconduct on the part of the other, its employees, subcontractors, agents, or representatives during the performance of the services.

Limitation of Liability: THE PARTIES AGREE THAT ANY LIABILITY RESULTING FROM A BREACH BY EITHER PARTY SHALL BE LIMITED TO ACTUAL DAMAGES SUFFERED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT OR THE LIMITS OF ANY APPLICABLE INSURANCE COVERAGE CARRIED BY EITHER PARTY. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF RECORDS OR DATA, REGARDLESS OF

Standard Terms & Conditions

WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

New Era's Workmens' Compensation Insurance covers all New Era personnel.

New Era shall not be responsible for any delays or other failures in performance caused by matters reasonably outside of New Era's control. To the extent that the terms and conditions set forth in this Proposal conflict with any terms and conditions set forth in any Purchase Order or other form, the terms and conditions of this Proposal shall control.

governing Law: This Proposal and any matters that may arise out of or relate to it shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to any choice of law rule. In the event of any claim or dispute between the Parties arising out of or relating to this Proposal, such claim or dispute may be tried solely in a state or federal court for Massachusetts, and the Parties hereby irrevocably consent to the jurisdiction and venue of such courts. In the event of any claim or dispute between the Parties, the prevailing Party may seek reasonable attorneys' fees and other costs of enforcing this Proposal.

License(s)

MA License 7190-C

License Cost for Extreme Wireless Deployment 5 Year

Prepared by:

New Era Technology
 Peter Flynn
 (617) 367-7474
 Peter.Flynn@neweratech.com
 neweratech.com

Prepared for:

Town of Franklin
 355 East Central Street
 Franklin, MA 02038
 Tim Rapoza
 (508) 553-4802
 rapozat@franklinps.net

Quote Information:

Quote #: 013907
 Version: 1
 Delivery Date: 03/18/2021
 Expiration Date: 04/04/2021

Quote Summary

Description	Amount
Franklin Public Schools Licenses	\$135,072.00
Town of Franklin Licenses	\$18,900.00
Total:	\$153,972.00

New Era Technology

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Town of Franklin

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Purchase Order #: _____

**TOWN OF BELLINGHAM
EQUIPMENT/SERVICES UNDER \$50K REQUEST**

- Needed for: FY21
 FY22
 FY23
 FY24
 FY25
1. DEPARTMENT ANIMAL CONTROL
 2. REQUESTOR TRACEY TADDEO
 3. ITEM REQUESTED PICKUP TRUCK (50/50 WITH FRANKLIN)
 4. Priority: High Med Low 5. Estimated Useful Life 10

6. DESCRIPTION OF ITEM(S)

Replace existing vehicle with new Chevy Silverado pickup truck (see attached specs). The cost is approx \$40,000 which is to be split 50/50 with the Town of Franklin.

6. TYPE OF PURCHASE (place an "X" for all that apply)

<u>Equipment/Other</u>	<u>Services</u>	<u>Purpose</u>
<input type="checkbox"/> Software purchase or upgrade	<input type="checkbox"/> Study (design, etc)	<input type="checkbox"/> Mandate
<input type="checkbox"/> Equipment (new)	<input type="checkbox"/> Consulting/Training	<input checked="" type="checkbox"/> Incr Efficiency
<input checked="" type="checkbox"/> Equipment (replacement)	<input type="checkbox"/> Professional Services	<input type="checkbox"/> New service
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

How often will this item(s) need to be replaced?

Not anticipating replacement for at least 10 years.

8. ACQUISITION/FUNDING SOURCE

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Direct Purchase | <input checked="" type="checkbox"/> Free Cash/CIP Fund | <input type="checkbox"/> Gift/Donation |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Grant | <input type="checkbox"/> Oper Budget |
| <input type="checkbox"/> Borrowing | <input type="checkbox"/> User Fees | <input type="checkbox"/> Other |

9. COST

	<u>Cost Per Unit</u>	<u># Units Requested</u>	<u>TOTAL</u>
Price	\$ <u>20,000</u>	<u>1</u>	\$ <u>20,000</u>
Installation	\$ <u> </u>	<u>0</u>	\$ <u>-</u>
Additional Equipment	\$ <u> </u>	<u>0</u>	\$ <u>-</u>
Other	\$ <u> </u>	<u>0</u>	\$ <u>-</u>
Amount Requested	\$ <u>20,000</u>		\$ <u>20,000</u>

10. Please submit all price quotations and other supporting documents explaining purpose, features, future maintenance costs, price guarantees, etc.

11. COMMENTS/NOTES

12. SUBMITTED BY Tracey Taddeo (signed by MaryM) Date 19-Mar-21
Signature of Dept Head



Liberty Chevrolet



Bellingham Department of Public Works
26 Blackstone Street
Bellingham, MA 02019
Attn.: Todd Erickson

January 7, 2021

Dear Mr. Erickson,

Per your request, I am writing to offer a proposal to supply your department with a new Chevrolet per our contract, with the Greater Boston Police Council. All vehicles offered under this contract come with a 5 year/100,000 mile powertrain warranty.

- 2021 Chevrolet Full Size, 4WD K1500 Silverado Pick up
- 140" Wheelbase, Regular Cab, 6,900 LBS GVWR Pick up
- 4.3 Liter, V6, 285 HP Engine
- 6 Speed Automatic Transmission
- Electronic Transfer Case
- 170 Amp Alternator, 730 CCA Battery
- Handling/Trailering Suspension Package
- Automatic Halogen Headlights with Daytime Running Lights
- Power Four Wheel Anti-Lock Front and Rear Disc Brakes
- (5) P255/70R17 All Season Radials with Full Size Spare
- Chassis Mounted Recovery Hooks
- 12 Fixed Cargo Tie Downs
- Vinyl Trim, 40/20/40 Split Bench Seat with Center Fold Down Armrest
- Heavy Duty Vinyl Floor Mat
- AM/FM Stereo with Digital Clock, with Bluetooth Connectivity
- Tilt Steering Wheel
- Dual Auxiliary Power Outlets
- Factory Air Conditioning
- Factory Gauge Package with Driver Information Center
- Manual Windows and Door Locks
- Manual Folding OSRV Mirrors \$26,695.00

Silverado LD Factory Options:

- ZLQ Work Truck Convenience Package \$ 1,335.00
- G80 Heavy Duty Locking Differential \$ 395.00
- NZZ Factory Skid Plate Package \$ 150.00
- V46 Chrome Front and Rear Bumpers \$ 200.00
- UF2 LED Cargo Box Lighting \$ 125.00

Liberty Chevrolet, Inc.

	Adder for 2022 Model (3%)	\$ 867.00
Additional Contract Options:		
5587	Whelen Full Size Lightbar W Alleys & TDs	\$ 2,150.00
1106	Whelen PCC6 Control Panel	\$ 270.00
5145	(2) LED Work Lights	\$ 400.00
5594	4 Whelen Vertex Corner Flashers	\$ 800.00
1977	Dealer Installed Remote Start System	\$ 365.00
5270	4" Black Tube Steps	\$ 600.00
Customer Requested Option:		
	Century Aluminum Bed Cap (White)	
	Model #DCU with Dual Rear Doors	
	and Front and Rear Windows	\$ 2,635.00
	TOTAL DELIVERED PRICE	\$36,987.00

Please note that the order cut-off date for this model has already passed, therefore I would recommend adding 3% to the vehicle cost, to cover the increase for the 2022 model. This increase is calculated and included in the pricing offered above.

Thank you for your consideration of Liberty Chevrolet. If you have any questions concerning our proposal, please don't hesitate to contact me at (781) 287-7541.

Sincerely,



Kevin Nugent
Fleet Sales Manager



Quoted By: Christa Maguire
 Date: 3/18/2021
 Quote Expiration: 9/14/2021
 Quote Name: Tow of Franklin-ERP-Cash Management
 Quote Number: 2021-125116
 Quote Description:

Sales Quotation For

Town of Franklin
 355 E Central St Ste 1
 Franklin, MA 02038-2041
 Phone +1 (508) 528-7900

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
-------------	---------	-------------	------------	-----------------	--------------	----------------------

Financials:

Cash Management	\$10,250.00	40	\$7,400.00	\$0.00	\$17,650.00	\$1,845.00
-----------------	-------------	----	------------	--------	-------------	------------

Additional:

Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$461.00
TOTAL:	\$10,250.00	40	\$7,400.00	\$0.00	\$17,650.00	\$2,306.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
-------------	----------	------------	---------------	----------------

Project Management	4	\$185.00	\$0.00	\$740.00
--------------------	---	----------	--------	----------

TOTAL: \$740.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$10,250.00	\$2,306.00
Total Tyler Services	\$8,140.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$18,390.00	\$2,306.00
Contract Total	\$20,696.00	

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

Comments

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

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

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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

Comments

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 two (2) 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.

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.

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

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Tyler System Management Services is calculated at 25% of annual maintenance. The quoted value is in addition to your current Tyler System Management Services and will be subject to an annual increase at our then current pricing.