



**AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, MARCH 4, 2025**

City Hall	Regular Meeting	4:00 PM
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**CITY HALL
COUNCIL CHAMBERS
1275 MAIN STREET
EL CENTRO, CA 92243**

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to CityClerk@cityofelcentro.org or call 760-337-4515 by March 4, 2025.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:

<https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhsZWp6R0tVZz09&omn=82896836234>

Optional dial-in number:

Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via zoom are subject to the same time limits as those in person.

Mayor and Council Members may be reached at (760) 336-8989

Mayor:	Tomás Oliva	
Mayor Pro-Tem:	Sonia Carter	
Council Members:	Sylvia Marroquin	
	Claudia Camarena	
	Marty Ellett	

Interim City Manager: Daniel Paramo
City Attorney: Elizabeth Martyn Evans
City Clerk: Norma Wyles

4:00 PM - CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL

CLOSED SESSION PUBLIC COMMENT:

Any member of the public wishing to address the City Council on any matter appearing in the closed session may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities for Public Comment will be given during and at the end of the meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: El Centro Regional Medical Center, 1415 Ross Avenue, El Centro

Negotiators: Mayor Oliva and Council Member Marroquin

Negotiating with: IVHD representatives

Under Negotiation: price and terms

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(d)(1) - Summary of Existing litigation -

Vindiola v. City of El Centro

Rafael Beltran v. City of El Centro

Irma Hill v. City of El Centro

Ibanez Gomez v. City of El Centro

Alejandro Temores v. City of El Centro

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(d)(2) - Summary of outstanding claims.

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. **However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.**

* Any information provided on the "Speaker Slip" is voluntary and will be public record.

6:00 PM - OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

PLEDGE OF ALLEGIANCE:

INVOCATION:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the "Speaker Slip" is voluntary and will be public record.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Central Union High School Cheer Squad - CIF San Diego Section and CIF State Champions

CONSENT AGENDA (ITEMS 2-4):

Consent agenda items are approved by one motion. Council members or members of the public may pull consent items to be considered separately at a time determined by the Mayor.

2. Approval of City Council meeting minutes of February 18, 2025 and February 26, 2025.
3. Agreement with Tyler Technologies Software as a Service (SaaS).

NEW BUSINESS:

4. Request for Letter of Support for SB 461 - State Surplus Property, City of Imperial.

Presentation: Daniel Paramo, Interim City Manager

Recommendation:

Approve letter of support request by the Office of Senator Steve Padilla.

5. Community Sponsorship - Harlot Heart Foundation.

Presentation: Daniel Paramo, Interim City Manager

Recommendation:

Discussion and any necessary action regarding the community sponsorship request.

DEPARTMENT REPORT:

6. El Centro Police Department Unmanned Aerial System Program update.

LEGISLATIVE ACTION:**TASK FORCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:****CITY MANAGER REPORT:**

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760)337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-49)

Item: 1.

Meeting: 3/4/2025 4:00 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,
Management Assistant

Department Head:

DOC ID: 2025-49

**Central Union High School Cheer Squad - CIF San Diego Section and CIF State
Champions**

CITY MANAGER'S RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

**DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE
DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE,
CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:**

N/A

BACKGROUND:

N/A

DISCUSSION:

N/A

CONCLUSION:

N/A

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-50)

Item: 2.

Meeting: 3/4/2025 4:00 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-50

Approval of City Council meeting minutes of February 18, 2025 and February 26, 2025.

CITY MANAGER'S RECOMMENDATION:

Approval of City Council meeting minutes of February 18, 2025 and February 26, 2025.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKES, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

Approval of City Council meeting minutes of February 18, 2025 and February 26, 2025.

ATTACHMENTS:

1. 02-18-2025 Regular CC Minutes
2. 02-26-2025 Special Meeting CC Minutes

**REGULAR MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
TUESDAY, FEBRUARY 18, 2025, 4:00 P.M.**

The El Centro City Council met in a regular session on Tuesday, February 18, 2025 at 4:01 p.m. in Conference Room A, El Centro City Hall, 1275 W. Main Street, El Centro, California for the purpose of closed session.

PRESENT: Council: Ellett, Carter, Marroquin, Camarena
City Clerk Wyles, Interim City Manager Paramo, City Attorney Martyn Evans

ABSENT: Council: (Oliva arrived at 4:07 pm)

CLOSED SESSION PUBLIC COMMENT
None

CITY COUNCIL CLOSED SESSION
Moved by Ellett, second by Camarena, to adjourn into closed session for:

REAL PROPERTY NEGOTIATORS:
Closed Session Pursuant to Govt. Code Section 54956.8 – Closed Session with Negotiator Regarding Real Property Transactions.
Property Address: 1415 Ross Avenue and related properties
Negotiating with: IVHD representatives
Under Negotiation: Terms and Conditions

POSSIBLE LITIGATION AGAINST THE CITY:
Closed session pursuant to Govt. Code section 54956.9(b)(2) – potential litigation against the City – 2 items

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54957:
Closed session pursuant to Govt. Code Section 54957 – Public Employee Appointment City Manager Recruitment.

Motion unanimously carried.

Closed Session concluded at 5:45 p.m.

City Council recessed to 6:00 p.m.

OPEN SESSION

The El Centro City Council met in a regular session on Tuesday, February 18, 2025, at 6:01 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Ellett, Carter, Oliva, Marroquin, Camarena
City Clerk Wyles, Interim City Manager Paramo, City Attorney Martyn Evans

Pledge of Allegiance to the flag of the United States of America was led by Police Chief Sawyer and Invocation was given by Mayor Pro-Tem Carter.

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action from closed session.

PUBLIC COMMENTS

Public comment was received by Jazz Ledbetter, Kimberly Alfaro, and Robert Williams.

PRESENTATION AND ANNOUNCEMENTS BY MAYOR

1. Certificate of Recognition – El Centro Firefighter – Received by Fire Chief Joseph Bernal.
2. Certificate of Recognition – National Engineers Week, February 16-22, 2025 – Received by Abraham Campos, Public Works Director/City Engineer.
3. Proclamation for Black History Month presented by Mayor Pro-Tem Carter – Received by Pastor King.

CONSENT AGENDA (ITEMS 4-8)

Moved by Marroquin, second by Carter, approving consent items # 6-8.

4. * Item pulled for discussion by Council Member Camarena.
5. * Item pulled for discussion by Council Member Camarena.
6. Approval of Treasurer's Report for the month of January 2025.
7. 2nd reading and adoption of **Ordinance No. 25-01**, ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING THE ZONING MAP OF THE CITY OF EL CENTRO PERTAINING TO EC 1-24 (WILLOW BEND SUBDIVISION ANNEXATION), waive reading and adopt by title only.
8. Approval of City Council meeting minutes of February 4, 2025.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena

NOES: None

ABSENT: None

ABSTAINED: None

- *4.** Motion by Marroquin, second by Carter, approval of Warrant Registers for the month of January 2025.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena

NOES: None

ABSENT: None

ABSTAINED: None

*5. Motion by Ellett, second by Carter, approval of Payroll Registers for the month of January 2025.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena
NOES: None
ABSENT: None
ABSTAINED: None

NEW BUSINESS

9. Presentation by Adriana Nava, Community Services Director, discussion and necessary action related to proposals received for Community Development Block Grant (CDBG) Program Year 2025-2026.

Summary of Recommended Activities

<u>Name of Organization</u>	<u>Program Description</u>	<u>Amount Requested</u>	<u>Recommended Allocation</u>
Catholic Charities - Senior Nutrition Program	Food delivery to homebound seniors. Recommendation that 80% of allocation be utilized for purchase of food.	\$ 25,000	\$ 20,030
Catholic Charities - Homeless Day Center	Day center designed to cater to the homeless. Center will provide shelter, bathrooms and showers, laundry, and supportive services.	\$ 25,000	\$ 11,468
Sure Helpline Center - Safe Haven	Sheltering of Domestic Violence victims, counseling, crisis intervention, legal services	\$ 20,000	\$ 4,000
El Centro PAL	Recreational programs & activities including soccer, boxing, martial arts, golf, fishing, bowling, tutoring, and mentoring.	\$ 10,000	-0-
Whole Person Care Clinic	Provide street medicine outreach to individuals who are experiencing homelessness and are medically vulnerable.	\$ 25,000	-0-
TOTAL		\$ 105,000	\$ 35,498

Council discussed several options for the allocation of the funds and came to a conclusion of the recommended activities to fund.

Moved by Oliva, second by Marroquin, as presented by staff, specifically to approve the recommendations for public facilities and infrastructure to adopt the recommendation for those funds to go towards improvements in Frazier Field and for the public services to readjust the allocation for Catholic Charities – Senior Nutrition Program in the amount of \$20,030, Catholic Charities, Homeless Day Center in the amount of \$11,468, SURE Helpline Center – Safe Haven in the amount of \$4,000.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena
NOES: None
ABSENT: None
ABSTAINED: None

10. Presentation by Abraham Campos, Public Works Director/City Engineer, award of the Wastewater Treatment Plant UV Disinfection Improvements Project.

Motion by Marroquin, second by Camarena, adoption of **Resolution No. 25-11**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE WASTEWATER TREATMENT PLANT UV DISINFECTION IMPROVEMENTS PROJECT.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena
NOES: None
ABSENT: None
ABSTAINED: None

DEPARTMENT REPORTS

11. Presentation by Adriana Nava, Community Services Director, Gomez Park Project Update. Speaker for this item was Linda Valenzuela.
12. Presentation by Adriana Nava, Community Services Director, Eddie Frazier Complex/Frazier Field Park Improvements Update. Speakers for this item were Alex Camarena and Julian Jimenez.

LEGISLATIVE ACTION:

None

INFORMATION ITEMS:

13. Received and referred to Community Development Department, Application for Alcoholic Beverage License – Petromart Retail Group, Inc., El Centro Fuel and Food #3, 1302 S. 4th Street, El Centro, CA 92243-4502.

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS

Mayor and Council Members reported on their activities since last City Council meeting and upcoming events.

CITY MANAGER REPORT

Reported on activities.

ADJOURNMENT

With no further business the meeting was adjourned at 8:33 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Tomás Oliva, Mayor

**SPECIAL MEETING
EL CENTRO CITY COUNCIL
CITY HALL, CONFERENCE ROOM A
1275 MAIN STREET, EL CENTRO, CA
WEDNESDAY, FEBRUARY 26, 2025, 3:30 P.M.**

OPEN SESSION

The El Centro City Council met in a special meeting on Wednesday, February 26, 2026 at 3:32 p.m. in Conference Room A, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Ellett, Carter, Camarena
City Clerk Wyles, City Manager Ceseña, City Attorney Martyn Evans

ABSENT: Council: Marroquin (arrived at 3:35 p.m.), Oliva (arrived at 3:35 p.m.)

PUBLIC COMMENTS:

No public comments received.

NEW BUSINESS

1. Moved by Ellett, second by Camarena, approval of agreement with Tom Watson Incorporated for repairs at the Old Post Office Building and authorize budget request as presented.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena

NOES: None

ABSENT: None

ASTAINED: None

MOTION TO GO INTO CLOSED SESSION:

Moved by Marroquin, second by Carter to go into closed session at 3:49 p.m.

AYES: Ellett, Carter, Oliva, Marroquin, Camarena

NOES: None

ABSENT: None

ASTAINED: None

CLOSED SESSION PUBLIC COMMENT:

No comments were received.

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Interim City Manager Daniel Paramo, Human Resources Director Dulce Bedolla, and Patrick Clark, Consultant.

Employee organization: Police Officers Association

Under consideration: Salaries, salary schedule, compensation and any other matter within the scope of representation.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: El Centro Regional Medical Center, 1415 Ross Avenue, El Centro

Negotiators: Mayor Oliva and Council Member Marroquin

Negotiating with: IVHD representatives

Under Negotiation: price and terms

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action.

ADJOURNMENT

The closed session meeting was adjourned to Tuesday, March 4, 2025 at 3:00 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Sylvia Marroquin, Mayor



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-48)

Item: 3.

Meeting: 3/4/2025 4:00 PM

Department: Finance

Category: Action Item

Prepared by: Elizabeth Fuchen, Interim
Finance Director

Department Head:

DOC ID: 2025-48

Agreement with Tyler Technologies Software as a Service (SaaS).

CITY MANAGER'S RECOMMENDATION:

To approve the SaaS agreement with Tyler Technologies and authorize the necessary actions for transitioning the Financial Management System to the cloud.

FISCAL IMPACT:

General Fund and Enterprise Funds.

Fiscal Year 2025 Impact: General Fund \$73,667.00, Water Fund \$73,667.00, Wastewater Fund \$73,667.00

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

The City has maintained an agreement with Tyler Technologies for over 15 years. During this period, Tyler has been diligent in providing robust customer support, responding to issues promptly, and offering training to the City's staff. Tyler would have to ensure that their software continues to meet the evolving needs of the City of El Centro, keeping it up-to-date with changing regulations, technological advancements, and any specific needs the city may have.

BACKGROUND:

The city currently has an existing agreement with Tyler Technologies for its Financial Management System, utilizing on-premise server hosting. The current agreement involves continuous costs related to hardware, upgrades, maintenance and support. The current agreement does not include a disaster recovery solution, and it has limited access to some modules such as electronic time-sheets, grant administration, and mass notifications to residents. The City is exploring a transition to a SaaS solution to improve system scalability, security, and maintenance efficiency.

DISCUSSION:

Tyler Technologies has provided a proposal to upgrade to the SaaS solution, which offers several advantages over the current infrastructure. This move aligns with the City's long-term goals of improving operational efficiency and minimizing infrastructure overhead.

Benefits of Transitioning to SaaS

- Enhanced security and compliance features.
- Lower upfront costs and reduced long-term IT maintenance.
- Scalability and flexibility for future upgrades.

- Improved user experience and system performance.
- Enhanced disaster recovery and backup solutions, ensuring data protection.
- Regular updates with no downtime, and dedicated customer support from Tyler Technologies.

The City's SaaS contract also includes one-time fees for Tyler Implementation to assist with new features such as electronic payroll time sheets, field sheets, fixed assets, project accounting, grants administration and business licenses.

The City's SaaS contract includes new features such as the updated Resident Access portal with a modern interface and additional information including utility usage.

CONCLUSION:

Approve the Software as a Service SaaS Agreement with Tyler Technologies.

ATTACHMENTS:

1. El Centro, CA Tyler EERP SaaS Agreement 022625
2. El Centro SaaS Quote



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. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of El Centro, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. 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 Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party 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 internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event 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.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains 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 (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on March 27, 2025, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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 (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. 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.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. 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.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. 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.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

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 El Centro, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of El Centro
1275 W. Main Street
El Centro, CA 92243-2816
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Karen Grosset
Quote Expiration:	02/17/25
Quote Name:	City of El Centro - ERP - SaaS
Quote Description:	SaaS Hosting Services
SaaS Term	1.00

Sales Quotation For:

Shipping Address:

City of El Centro
1275 W Main St
El Centro CA 92243-2816

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 55,844.00
Capital Assets	1	0	\$ 12,823.00
Cash Management	1	0	\$ 10,690.00
Contract Management	1	0	\$ 6,307.00
eProcurement (Vendor Access and Punch-Out)	1	0	\$ 0.00
eProcurement (Vendor Access and Punch-Out) Migration	1	0	\$ 7,483.00
Project & Grant Accounting	1	0	\$ 10,690.00
Purchase Orders	1	0	\$ 12,823.00
Requisitions	1	0	\$ 10,690.00
Human Resources Management			
HR Management	1	0	\$ 12,289.00
Payroll with Employee Access	1	0	\$ 25,117.00
Recruiting	1	0	\$ 5,880.00
Revenue Management			
Accounts Receivable	1	0	\$ 11,754.00

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Business Licenses	1	0	\$ 10,690.00
Cashiering	1	0	\$ 15,874.00
Citizen Self Service	1	0	\$ 0.00
General Billing	1	0	\$ 5,345.00
Resident Access	1	16	\$ 7,483.00
Smart Meter Access - \$1.80 per meter	10000	16	\$ 18,000.00
Utility Billing CIS	1	0	\$ 15,496.00
Utility Billing Meter Interface	1	0	\$ 4,704.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 11,485.00
Data Insights			
Tyler Reporting Services (Microsoft SQL Server)	1	0	\$ 12,823.00
Additional			
ACFR Statement Builder	1	0	\$ 11,754.00
Enterprise ERP Office	1	0	\$ 9,087.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 11,876.00
Notify includes 91,000 Msgs and 3,000 Mins per year	1	16	\$ 18,200.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00
TOTAL		48	\$ 338,207.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 7,453.00	\$ 7,453.00	\$ 0.00	\$ 0.00
Implementation - Remote	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
Project Planning Services	1	\$ 16,910.00	\$ 0.00	\$ 16,910.00	\$ 0.00
Project Management	28	\$ 200.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Remote Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
TOTAL				\$ 64,110.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 338,207.00
Total Tyler Services	\$ 64,110.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 64,110.00	\$ 338,207.00
Contract Total	\$ 402,317.00	

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

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 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.

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 \$7,453 in sponsorship of your project.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Business license library includes: standard business license and standard renewal application.

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.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this

quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. 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.

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

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

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

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Smart Meter Access annual subscription is calculated in year one based on smart meter estimates documented in this order. Subsequent year's subscription value is calculated based on actual smart meters for the previous year.

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.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they 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. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 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 50% upon delivery of specifications and 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, at the rates set forth in the Investment Summary. 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.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. 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.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon 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.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on 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.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it 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.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *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.
- 3.5 *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.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly 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, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar 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 live 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 days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

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

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% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

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



Exhibit D

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.



Quoted By: Karen Grosset
Quote Expiration: 02/17/25
Quote Name: City of El Centro - ERP - SaaS
Quote Description: SaaS Hosting Services
SaaS Term 1.00

Sales Quotation For:

Shipping Address:

City of El Centro
1275 W Main St
El Centro CA 92243-2816

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 55,844.00
Capital Assets	1	0	\$ 12,823.00
Cash Management	1	0	\$ 10,690.00
Contract Management	1	0	\$ 6,307.00
eProcurement (Vendor Access and Punch-Out)	1	0	\$ 0.00
eProcurement (Vendor Access and Punch-Out) Migration	1	0	\$ 7,483.00
Project & Grant Accounting	1	0	\$ 10,690.00
Purchase Orders	1	0	\$ 12,823.00
Requisitions	1	0	\$ 10,690.00
Human Resources Management			
HR Management	1	0	\$ 12,289.00
Payroll with Employee Access	1	0	\$ 25,117.00
Recruiting	1	0	\$ 5,880.00
Revenue Management			
Accounts Receivable	1	0	\$ 11,754.00

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CONFIDENTIAL

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Business Licenses	1	0	\$ 10,690.00
Cashiering	1	0	\$ 15,874.00
Citizen Self Service	1	0	\$ 0.00
General Billing	1	0	\$ 5,345.00
Resident Access	1	16	\$ 7,483.00
Smart Meter Access - \$1.80 per meter	10000	16	\$ 18,000.00
Utility Billing CIS	1	0	\$ 15,496.00
Utility Billing Meter Interface	1	0	\$ 4,704.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 11,485.00
Data Insights			
Tyler Reporting Services (Microsoft SQL Server)	1	0	\$ 12,823.00
Additional			
ACFR Statement Builder	1	0	\$ 11,754.00
Enterprise ERP Office	1	0	\$ 9,087.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 11,876.00
Notify includes 91,000 Msgs and 3,000 Mins per year	1	16	\$ 18,200.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00
TOTAL		48	\$ 338,207.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 7,453.00	\$ 7,453.00	\$ 0.00	\$ 0.00
Implementation - Remote	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
Project Planning Services	1	\$ 16,910.00	\$ 0.00	\$ 16,910.00	\$ 0.00
Project Management	28	\$ 200.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Remote Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
TOTAL				\$ 64,110.00	\$ 0.00

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Summary Total	\$ 64,110.00	\$ 338,207.00
Contract Total	\$ 402,317.00	

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

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 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.

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 \$7,453 in sponsorship of your project.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Business license library includes: standard business license and standard renewal application.

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.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this

quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. 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.

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

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

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

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Smart Meter Access annual subscription is calculated in year one based on smart meter estimates documented in this order. Subsequent year's subscription value is calculated based on actual smart meters for the previous year.

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.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-56)

Item: 4.

Meeting: 3/4/2025 4:00 PM

Department: City Manager

Category: Action Item

Prepared by: Cindy De Zilwa,

Management Assistant

Department Head: Daniel Paramo

DOC ID: 2025-56

Request for Letter of Support for SB 461 - State Surplus Property, City of Imperial.

CITY MANAGER'S RECOMMENDATION:

Approve letter of support request by the Office of Senator Steve Padilla.

FISCAL IMPACT:

N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

Currently, the Imperial Police Department operates from a converted juvenile detention facility that houses City Hall and Public Services. This situation creates urgent operational challenges due to insufficient space, security concerns, and outdated infrastructure. The CHP facility, already configured for law enforcement, is centrally located and would require minimal modifications, making it a cost-effective solution compared to other options.

The City of Imperial and the Police Department have conducted internal reviews of available space and unfortunately, no existing city-owned properties are available which remotely meet the needs of police operations and any current property would require extensive and costly modification to meet the Police Department's needs.

DISCUSSION:

By supporting SB 461, they can ensure taxpayer dollars are used efficiently and free up resources for other community priorities such as housing development. This bill has the potential to significantly improve law enforcement facilities and enhance public safety. Your letter of support would be instrumental in advancing this measure.

SB 461 would facilitate the transfer of the CHP facility to the City of Imperial.

CONCLUSION:

Approve the letter of support to be submitted to the Office of Senator Steve Padilla.

ATTACHMENTS:

1. Letter of Support Draft - SB 461 - State Surplus Property
2. SB 461- State Surplus Property - City of Imperial (003)

February 27, 2025

(Chair of the committee)

(Address)

Re: Senate Bill 461 (Padilla): State Surplus Property: City of Imperial

Dear Senator (Chair of the committee),

On behalf of the City of El Centro, I am pleased to offer our strong support of SB 461 by Senator Padilla which will facilitate the transfer of the old California Highway Patrol headquarters to the City of Imperial for use as a municipal jail.

Currently, the City of Imperial Police Department operates from a converted juvenile detention facility that houses multiple city functions, including City Hall and Public Services. This arrangement presents several operational challenges including: a lack of adequate space for essential law enforcement functions such as evidence storage and security concerns for law enforcement operations as multiple city departments are housed in one building; and an outdated infrastructure that does not meet contemporary law enforcement needs.

The City of Imperial and the Police Department have conducted internal reviews of available space and unfortunately no existing city-owned properties are available which remotely meet the needs for policy operations and any current property would require extensive and costly modifications to meet the Police Department's needs. Given the city's location and its status as the oldest city in the County, no suitable commercial properties exist within city limits.

The California Highway Patrol station located at 2331 CA-867, Imperial CA, 92251 (APN 064-433-010- County of Imperial) will soon be vacated. The facility is located within the boundaries of the City of Imperial. An Acquisition by the City would present a cost-effective solution that would accommodate the City and Police Department's growth requirements while enhancing public safety services for the expanding community. The facility is already configured for law enforcement operations and would allow good accessibility for community members and is centrally located within the city. The facility would minimize renovation costs and the need to convert a non-law enforcement facility. At the same time, the CHP facility would be unsuitable for housing development given the unique characteristics of the property such as fuel storage and refueling stations, evidence lockers and prison detention cells. Exchanging the property from CHP to local law enforcement will make the best and highest use of the existing facility.

SB 461 would facilitate the transfer of the CHP facility to the City of Imperial. By transferring the facility to the City of Imperial, we can save taxpayer dollars while allowing the City to focus its limited resources on housing development and other priorities.

For these reasons, SB 461(Padilla), the City of El Centro is proud to support SB 461(Padilla) and encourage your “aye” vote when it is heard in your committee.

Best regards,

Tomás Oliva
Mayor

CAPITOL OFFICE
1021 O STREET, SUITE 6640
SACRAMENTO, CA 95814
TEL (916) 651-4018
FAX (916) 651-4918

SAN DIEGO COUNTY DISTRICT OFFICE
780 BAY BOULEVARD, SUITE 204
CHULA VISTA, CA 91910
TEL (619) 409-7690

IMPERIAL COUNTY DISTRICT OFFICE
1224 STATE STREET, SUITE D
EL CENTRO, CA 92243
TEL (760) 335-3442

RIVERSIDE COUNTY DISTRICT OFFICE
82013 DR. CARREON BOULEVARD, SUITE L
INDIO, CA 92201
TEL (760) 398-6442

WWW.SENATE.CA.GOV/PADILLA
SENATOR.PADILLA@SENATE.CA.GOV

California State Senate

SENATOR
STEPHEN C. PADILLA
EIGHTEENTH SENATE DISTRICT



COMMITTEES

BUDGET SUBCOMMITTEE #4 ON
STATE ADMINISTRATION AND
GENERAL GOVERNMENT
CHAIR
MEMBER
AGRICULTURE
BUDGET
GOVERNMENTAL ORGANIZATION
HOUSING
NATURAL RESOURCES AND WATER
REVENUE AND TAXATION

SB 461 – State Surplus Property – City of Imperial

Located in the center of the Imperial County, the City of Imperial is among the top ten fastest growing cities in the State with a 23% increase in size since the 2010 U.S. Census. The City's central location in the region, and proximity to Mexico, makes public safety a critical priority for the fast growing city. The increased population growth has created a proportional growth in the volume of service calls to the City's police department, straining an already under resourced department.

Currently, the City of Imperial Police Department operates from a converted juvenile detention facility that houses multiple city functions, including City Hall and Public Services. This arrangement presents several operational challenges including: a lack of adequate space for essential law enforcement functions such as evidence storage and security concerns for law enforcement operations as multiple city departments are housed in one building; and an outdated infrastructure that does not meet contemporary law enforcement needs.

The City of Imperial and the Police Department have conducted internal reviews of available space and unfortunately no existing city-owned properties are available which remotely meet the needs for policy operations and any current property would require extensive and costly modifications to meet the Police Department's needs. Given the city's location and its status as the oldest city in the County, no suitable commercial properties exist within city limits.

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SB 461 would facilitate the transfer of the CHP facility to the City of Imperial. By transferring the facility to the City of Imperial, we can save taxpayer dollars while allowing the City to focus its limited resources on housing development and other priorities.

Staff Contact

Name: Alexis Castro

Title: Legislative Director

Email: Alexis.Castro@sen.ca.gov

Capitol Office: (916) 651 – 4018

Support

- City of Imperial



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-52)

Item: 5.

Meeting: 3/4/2025 4:00 PM

Department: City Manager

Category: Action Item

Prepared by: Cindy De Zilwa,

Management Assistant

Department Head: Daniel Paramo

DOC ID: 2025-52

Community Sponsorship - Harlot Heart Foundation.

CITY MANAGER'S RECOMMENDATION:

Discussion and any necessary action regarding the community sponsorship request.

FISCAL IMPACT:

Funding is available from the Community Sponsorship Fund, 1201-610139. The available balance is \$1,127.00.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

Harlot Heart Foundation, founded by Jazz LedBetter, is a non-profit organization dedicated to advocating for human trafficking and providing essential support and services to survivors. These services include extensive care management, which includes Crisis Outreach, Transportation and Housing Assistance, Counseling, and Awareness Workshops. With these services, it will allow Harlot Heart to better engage with the community, offer direct service to individuals in need, and showcase survivor stories as a symbol of healing and empowerment.

Harlot Heart is dedicated to expanding their services, increasing their outreach, and continuing to making a positive impact on the lives of those affected by human trafficking.

DISCUSSION:

Their first Annual Gala "Night of the Arts" will be a fashion show with local community members as models and designers, and live performances. A silent auction of artwork, primarily created by founder, Jazz LedBetter, and some of the finest artists in the Imperial Valley. A ribbon cutting and mural reveal will be the kickoff of the event. This event will take place on March 29, 2025, at the Best Step Forward, 260 E. Main Street, El Centro. Proceeds from this event are going to support the fight against human trafficking.

The sponsorship levels are as follows:

Diamond Level	\$5,000
Platinum Level	\$2,500
Gold Level	\$1,000
Silver Level	\$500

Star Supporter \$100 & Up

The City Manager's Office has reviewed the application and the requirements of the policy statement have been met. The Mayor has reviewed the request and recommends that the Council consider this request.

CONCLUSION:

Staff seeks direction and necessary action regarding the requested sponsorship.

ATTACHMENTS:

1. Sponsorship Forms
2. Sponsorship Application

Best Step Forward
260 E. Main St. El Centro, CA
92243



Saturday
March 29th 2025 6pm-
10pm

Harlot Heart's 1st Annual

Night of the Arts

All proceeds going to support the
fight against human trafficking

Pre-sale tickets \$25

***18&up event 21 to drink**

Food, Fun, & Fashion show

Live performance

Silent auction

Mural reveal

Art exhibit



RSVP by March 23
infoharlotheart@gmail.com
contact Jazz (858) 910-8000

Sincerely,
Jazz LedBetter
Founder, Harlot Heart
(858) 910-8000
infoharlotheart@gmail.com

Harlot Heart (EIN: 99-0469418)

Checks payable to:

Harlot Heart

Pick up preferred for thank you post/promotion photographs.

If mailing is mandatory, use the event address.

Venmo, paypal, zelle accepted.

Harlot Heart Sponsorship

PLATNIUM \$2500

VIP table seating for 10
10 General admissions
Logo placed on all material
Custom Art piece by
Founder Jazz LedBetter
20 drink & raffle tickets

GOLD \$1000

VIP Reserved seating for 10
Logo placed on all material
Custom Art piece by
Jazz LedBetter
10 drink & raffle tickets

DIAMOND \$5000

VIP TABLE & 25 SEATS
LOGO ON ALL MATERIAL
25 DRINK & RAFFLE TICKETS
WALL SIZE CUSTOM ART
BY JAZZ

SILVER \$500

5 VIP Reserved seats
Logo on all material
Custom Thank you gift
5 drink & raffle tickets

STAR SUPPORTER \$100&UP

Name/Organization mention
Thank you gift bag
2 drink tickets
2 raffle tickets
VIP seats

INFORMATION AND PAYMENT
DUE BY 3/3/25

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

APPLICANT INFORMATION:

(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: Harlot Heart

Non-Profit ID # / 501(C) 3 #: 99-0469418

Contact Person: Jazz LedBetter

Address: 1605 Cst #523 Brawley CA 92227

Phone: Cell / Pager: (858)910-8000

E-mail: infoharlotheart@gmail.com

Amount Requesting From Community Sponsorship Fund: \$ 5000

TYPE OF EVENT:

(check one)

Promotional Event Educational Event
Cultural Event Entertainment Event
Athletic Event Other

EVENT INFORMATION:

Event Name: Night of the Arts

Event Date: Time of event: 3/29/25 6pm-10pm

Event Address: Best Step Forward 260 E Main st El Centro CA

EVENT DESCRIPTION:

Purpose: To celebrate Harlot Heart's first year as a non profit, This is our first fundraiser to raise funds to continue to spread awareness, and advocate for survivors.

Activities Planned: Ribbon cutting, Mural reveal, awards, performance, fashion show, art exhibit.

Amount of People Expected: 100

Other Information: We have included

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct. Applicant's Signature: Date:



FOR CITY OF EL CENTRO
OFFICIAL USE ONLY

COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM

Program Name: *Harlot Hearts 1st Annual Night of the Arts*

Program Date: City Manager's Review Date: *3/29/25, reviewed on 2/6/25*

DOCUMENTS SUBMITTED:

Documents that must be included with application:

- ✓ Pre-Program Financial Affidavit
- ✓ Statement from Authorizing Agent
- ✓ Current Proof of 501(C) 3
- ✓ Program Sponsorship Package
- ✓ Mission Statement
- Copy of Current Business License *N/A*

Documents that must be submitted 45 days before program:

- Proof of Permits
- Proof of Clearances
- Proof of Insurance
- Program Authorizations
- Other

MAYOR'S REVIEW:

Approved

Forward to City Council for Consideration

Denied

Reason:

Comments:

Mayor's Authorization Signature

Date

CITY SPONSORSHIP SUMMARY:

City Council Date:

Cash Sponsorship Amount: \$

Requisition Process Date: P.O #:



Pre-Program Financial Affidavit

	Current Year :		Previous Year:	
Income		Totals		Totals
Individual Donations	200	200	0	0
Corporate Donations	500	500	250	250
Registration fees	200	200	0	0
Other (specify)	1500	1500	500	500
Total Income		\$ 2400		\$750
Expenses		Totals		Totals
Venue	5000			0
food	2500			0
decoration	2500			0
setup	1000			0
clean up	500			0
entertainment	500			0
supplies	1000			-
Total Expenses	13000	\$		\$0
Comments:				
Some of these expenses are being covered by personal support or in kind donations. Any questions please call.				



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-47)

Item: 6.

Meeting: 3/4/2025 4:00 PM

Department: Police

Category: Presentation

Prepared by: Rene McNish ,
Lieutenant

Department Head: Robert Sawyer

DOC ID: 2025-47

El Centro Police Department Unmanned Aerial System Program update.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKES, INSURANCE, ETC.:

BACKGROUND:

The El Centro Police Department's Unmanned Aerial System (UAS) program was officially approved by City Council in 2021 and we are happy to report the leaps and bounds of our program to date. In June 2024, our department acquired two Skydio X10 drone systems, equipped with daytime, infrared, and thermal cameras, enabling effective operations in both daylight and nighttime conditions. While each drone has a 35-minute flight time, our ample battery supply allows for extended aerial operations. We currently have six certified pilots who undergo monthly training to maintain proficiency.

Throughout 2024, our UAS program has successfully conducted 24 missions, primarily supporting patrol officers in responding to burglary alarms, searching for suspects in large areas, and clearing stolen vehicles prior to officer approach. Notable deployments included:

- October 2024: A drone provided overwatch during an attempted murder investigation, enhancing officer safety during a nighttime suspect search, which led to an arrest and firearm recovery.
- November 2024: Our UAS assisted another agency by providing aerial support during an arrest warrant service, improving situational awareness and officer safety.
- November 2024: A drone was deployed for an aerial assessment at a homicide scene, aiding the Detective Bureau in capturing critical investigative footage.

We are deeply appreciative of the City of El Centro for supporting and investing in this program. The City Council's commitment to enhancing public safety and modernizing law enforcement capabilities has allowed us to leverage cutting-edge technology to better serve and protect our community. The success of our UAS program demonstrates how

innovative tools can improve officer safety, enhance operational effectiveness, and provide crucial real-time intelligence during critical incidents. As we continue to develop and expand this program, we remain grateful for the opportunity to utilize these resources for the safety and well-being of both our officers and the residents we serve.

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

None