

MEMORANDUM OF AGREEMENT

Between

City of Long Beach

And

CSEA, Local 1000 AFSCME, AFL-CIO

City of Long Beach Unit #7569

Nassau County Municipal Employees Local 882

MEMORANDUM OF AGREEMENT dated this 7 day of May 2025, by and between the negotiating representatives of the CSEA, Local 1000, AFSCME, AFL-CIO, City of Long Beach Unit #7569 (hereinafter referred to as the "Association") and the negotiating representatives of the City of Long Beach (hereinafter referred to as the "City"). Hereinafter the Association and City may be referred to collectively as the "Parties".

1. General:

The Collective Bargaining agreement between the Parties for the period of 7/1/2018 through 6/30/2025 expires on 6/30/2025 ("Current CBA"). The Parties agree that the Current CBA shall only be modified as expressly set forth herein, and that all other provisions shall remain in full force and effect for the duration of the Current CBA.

2. Contingencies:

- A. This agreement is subject to formal ratification by the City Council and the membership of the Association. Such ratification shall occur within sixty (60) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid sixty (60) day period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
- B. The parties agree to incorporate his Memorandum of Agreement into the formal written contract.

3. Terms:

- A. Article 1- Length of Agreement: Eight (8) years

Year 1: 7/1/2025-6/30/2026

Year 2: 7/1/2026-6/30/2027

Year 3: 7/1/2027-6/30/2028

Year 4: 7/1/2028-6/30/2029

Year 5: 7/1/2029-6/30/2030

Year 6: 7/1/2030-6/30/2031

Year 7: 7/1/2031-6/30/2032

Year 8: 7/1/2032-6/30/2033

B. Article 3-1.9 (h) (New)- Layoffs

- a. Any employee/ veteran with direct line promotion shall be able to bump and retreat across all jurisdictional lines within departments. In the event of layoffs of positions within the bargaining unit, the City agrees to provide the CSEA with a copy of the Civil Service Commission, any and all requests for out of title pay whether approved or disapproved, on a monthly basis.

C. Article 3-1.12- Working Out of Title

- a. Any employee required by the City, with prior approval of the City Manager to work out of his/her Civil Service title and pay grade for a period of more than seven (7) days within a thirty (30) day period, shall receive pay commensurate with the title and grade applicable to all work actually performed by that employee. Retroactive to the first day of working out of title. This provision shall be effective upon the signing of this Agreement.

D. Article 3-1.14 (New)- New Member Orientation

- a. The union shall have the opportunity to have a union representative attend new employee orientation sessions conducted by the City. The City shall provide notice at least ten (10) days prior to such sessions. The union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the union. In the event the City does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall have the opportunity to meet with the employee for thirty (30) minutes on City time to explain contractual rights and introduce new employees to the union.

E. Article 3-1.15 (New)- Safety

- a. Add Statement of Management Safety Policy as Appendix V

F. Article 4-3- Probationary Period

- a. It is established that the probationary term for City employees shall be a maximum of one (1) year commencing from the date of appointment of the current full-time position. In the event an employee is promoted, the probationary period in the new position shall not exceed six (6) months. This provision shall not apply to seasonal or temporary employees.

G. Article 4-4(f)- Discipline Procedures

- a. (f) Discipline may consist of and shall be limited to a reprimand, and/or a loss of leave entitlements not to exceed thirty (30) days, and/or suspension without pay, and/or demotion in grade and/or step, and/or dismissal from City service.

H. Article 5-1.0(b)- Graded Salary Plan

- a. Increases as follows:

- i. 7/1/2025: 2%
 - ii. 7/1/2026: 2%
 - iii. 7/1/2027: 2%
 - iv. 7/1/2028: 2.75%
 - v. 7/1/2029: 3%
 - vi. 7/1/2030: 3%
 - vii. 7/1/2031: 3%
 - viii. 7/1/2032: 3%
- I. Article 5-1 (f) (New)- COLA
- a. Effective 7/1/2029 and forward if the annual Social Security Administration (SSA) Cost of Living Adjustment (COLA) percentage is higher than the contractual increase in any year forward then the COLA percentage shall be paid instead of the negotiated upon increase. This pay termed, "COLA Pay" will be capped at a maximum of 3%.
- J. Article 5-3- Differential Pay
- a. Differential payment shall be 5% of the employee's hourly rate.
- K. Article 5-5(b) (New)- Compensatory Time
- a. Employees who are a grade 21 or higher in the attached graded salary plan shall be allowed to cash out their compensatory time twice a year, in December and in June. The maximum amount of time that may be requested is 80 hours. Requests must be put in writing by the end of February for the June payout, and by the end of August for the December payout.
- L. Article 5-5.4- Portal-to-Portal Pay
- a. Delete in entirety
- M. Article 5-5.8 (New)- Task Completion- Sanitation
- a. Sanitation workers shall work by task instead of regularly set hours. Task work shall be defined as the completion of an assigned route in regular trash collection, bulk collection, recycle collection, public can collection, or metal collection. All sanitation workers shall be assigned task(s) by the Superintendent; however, no sanitation employee shall be assigned more than two (2) tasks per day. Completion of said task(s) shall be at the discretion of the Superintendent and shall equal a full day's pay. After a sanitation employee has completed their task(s), and their supervisor deems the task(s) to be completed, the sanitation employee is dismissed for the day.
- N. Article 5-5.9 (New)- Emergency Report to Work Pay
- a. In the event of a Federal, State or Local Emergency declared by either the President of the United States, Governor of the State of New York, County Executive of Nassau County, or the City Manager employees who are called to work on other than their regularly-scheduled work tour shall be guaranteed a minimum of four (4) hours pay at straight time unless actual time worked (computed at time and one-half) should exceed the monetary amount that is represented by four (4) hours at straight time.

- i. (a) For the purpose of this article, actual time worked shall begin from the time that the employee receives the call to report to work under this article, provided, however, that the time between the employee receiving the call and his/her actual reporting to work does not exceed sixty (60) minutes.
- ii. (b) In the event that the City's administrative offices are closed due to a Federal, State or Local Emergency declared by either the President of the United States, Governor of the State of New York, County Executive of Nassau County, or the City Manager, employees who are required to perform work shall be paid at a rate of time and one-half, and actual travel time shall be increased but may not exceed one (1) hour. Work performed by the employee under this article is completed for pay purposes at the time of his/her release from such further duty by the City. This section shall not apply to employees working remotely in the event City administrative offices are closed pursuant to this article.

O. Article 6-2- Terminal Leave

- a. Upon retirement or resignation of an employee after ten (10) years of service, that employee shall receive five (5) days' pay for each year of employment and a prorated amount of days for each fractional part of a year of completed service. This payment shall be made and deemed terminal leave (refer to Section 11-1.6). For employees hired on or after 7/1/2025 terminal leave shall be capped at a maximum of one-hundred thousand dollars (\$100,000).

Any employee who is entitled to receive terminal leave under the Agreement shall be paid out by the City over the course of 3 years, in which the City will make an annual payment to the employee, unless the employee's pay-out is less than \$5,000 in which case the City may opt to pay out the employee in full upon retirement or resignation.

P. Article 7-1.1(b)- Level of Benefits

- a. New employees shall receive medical, dental and vision benefits after completion of two (2) months of employment.

Q. Article 7-4(c)- Released Time

- a. Add the word Unit to Part "a"
- b. NEW SUBSECTION 'C': Members of the CSEA who hold offices simultaneously in the State, Region, and Local Civil Service Employees Association, shall be permitted to perform his or her duties as officers on a full-time basis and shall receive the full salary and benefits for his or her step and grade on the graded salary schedules.

R. Article 7-6- Uniform Allowance

- a. Notwithstanding any past practice, the City shall purchase and issue appropriate clothing/uniforms to employees, as listed in Appendix Q. The amount shall be increased to \$750 as of 7/1/2025. The largest seal, logo, insignia or other identifying marks appearing on said

clothing/uniforms will be that of the City of Long Beach. The City and CSEA agree to cooperate in the formulation of all uniform designs, and the allocation for the employees in each specific department.

- b. Add the title, Engineering Associate to Appendix Q.
- c. Remove the following Titles from Appendix Q: Recreation: Admin Aide, Payroll Clerk; Street Maint: Time Keeper

S. Article 7-9- Tool Allowance

- a. Auto mechanics will receive a tool allowance of six hundred dollars (\$600) per annum, in each year of this Agreement, to be paid in the first payroll in August. (See Appendix R)
- b. The Director of the City Garage shall not be entitled to such allowance as a non-mechanic employee, remove said Title from Appendix R.

T. Article 8-1.0 – Leaves

- a. Any and all use of vacation and/or personal time requires prior approval from the Department Head/Commissioner.

U. Article 8-2.0- Sick Leave Entitlement

- i. Any employee who uses sick leave for more than two (2) consecutive days must present a doctor's note upon returning to work.

V. Article 8-2.1- Sick Leave Incentive

- a. An employee who does not use any sick time in a calendar year shall be entitled to two personal days credited in the second payroll of January.

W. Article 8-3.2- Maternity/Paternity Leave

- a. Twenty (20) days maternity/paternity leave benefit commencing on the date of birth or adoption of child/children by employee or spouse.

X. Article 8-5- Bereavement

- a. Each full-time annual employee shall be entitled to receive up to four (4) days leave of absence for the purpose of bereavement without loss of pay in the event of the contemporaneous death of a member of said employee's immediate family. The employee's immediate family shall include: spouse, child, father, mother, brother, sister, parent-in-law, stepparent, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent and foster child. The employee shall be entitled to two (2) days leave of absence for bereavement without loss of pay in the event of the death of a biological grandparent-in-law, aunt or uncle.

Y. Article 9-6- Work Related Education

- a. A total of ten thousand five hundred dollars (\$10,500.00) per calendar year, with an individual cap of seven hundred dollars (\$700.00) per employee, per calendar year, will be set aside for work-related education, with approval from the City Manager, which shall not be unreasonably withheld. This expenditure will be in addition to fees presently mandated for work-related education and administered by a joint labor-management committee.

Z. Article 9-12- Time Accounting

- a. Employees shall clock in at the start of their shift and clock out at the end of their shift using an electronic biometric time clock, unless otherwise instructed by a supervisor or in the event of a malfunction or outage of the system.
- b. Employees shall have the option of using their fob card to swipe in/out or using the fingerprint scanner. The City shall ensure that no employee is required to use a fingerprint scanner and that fob card systems remain fully functional and available at all locations.
- c. Security cameras shall be located at or near each biometric time clock to ensure proper usage of said biometric time clock.
- d. Employees shall not be required to clock in/out for breaks including meal breaks.
- e. Biometric time clocks and associated cameras and any data derived therefrom, including location, log-in times, or fingerprint scans, shall not be used as the sole or primary basis for discipline related to time and attendance. However, such data and information may be the sole or primary basis for discipline related to theft of time or fraud, when such conduct rises to a misdemeanor or felony offense.
- f. Access to biometric time clock data, including fingerprint scans and time logs, shall be limited to the City Manager, HR Director, Payroll Supervisor, and Director of Information Technology. No personal information, biometric data, including fingerprint scans or unique identifying factors shall be shared by the City, unless pursuant to Court Order.
- g. Employees shall make every effort to use the time clock designated for their department but shall not be subject to discipline, loss of pay, or other adverse action for using another available time clock when necessary and approved by his/her Supervisor.
- h. Electronic biometric time clocks, along with a security camera(s) designated only to observing the use thereof, shall be located at the following locations: City Hall, the Recreation Center, Street Maintenance, Beach Maintenance, Sanitation, Lifeguard Headquarters and the various Sewer and Water Departments. The City may propose the installation of additional time clocks and associated camera(s), but any such expansion shall be subject to prior notice.

(Signature Page Below)

Dated: Long Beach, New York

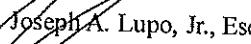
May 7, 2025

FOR THE CITY:



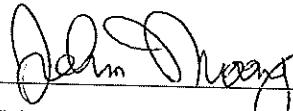
Daniel Creighton
City Manager

Approved as to Form & Legality



Joseph A. Lupo, Jr., Esq.
Deputy Corporation Counsel

FOR THE ASSOCIATION:



John Mooney, President



Leah Donnelly, LRS



Jaime Roman
City Of Long Beach
Information Technology Department
1 West Chester Street
Long Beach, NY 11561
(516) 705-7247 • Fax: (516) 431-1027
E-Mail : jroman@longbeachny.gov

April 22, 2025

TO: City Manager, Corporation Counsel

RE: Additional time clocks for various departments

This resolution request is to purchase 11 additional time clocks for the follow departments/locations:

Lifeguard HQ's:
Riverside, New York, Neptune

Beach Park Trailer

150 West Pine:
Highway, Sanitation, Beach Maintenance

Water Pollution Control

Water Purification

Water Transmission

Sewer Maintenance

The biometric/proximity readers are \$3,175.00 each, plus a recurring cost of \$318.00 per clock for annual maintenance. This brings the total per device to \$3493.00. The 11 devices will total \$38,423.00. The money is available in H1023-53107 Time Management Software line. If you have any further questions, please do not hesitate to contact me.



Quoted By:
Quote Expiration:
Quote Name:

Jennifer Barns
09/30/25
City of Long Beach - EERP -
T&A Time Clocks

Sales Quotation For:

Shipping Address:

City of Long Beach
1 W Chester St
Long Beach NY 11561-2016

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Touchscreen 10: Biometric and Prox Reader	11	\$ 3,175.00	\$ 0.00	\$ 34,925.00	\$ 318.00	\$ 0.00	\$ 3,498.00
TOTAL		\$ 34,925.00					

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 34,925.00	\$ 3,498.00
2025-534395-H9S6W2	CONFIDENTIAL	

Summary Total	\$ 34,925.00	\$ 3,498.00
Contract Total	\$ 38,423.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module,

- and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler'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.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

LICENSE AGREEMENT

Between

The City of Long Beach

And

LI Greenmarket, Inc.

THIS ENTRY AND ACCESS AGREEMENT (this “Access Agreement”) made as of the __ day of May 2025, between and among the **CITY OF LONG BEACH**, a municipal corporation duly organized and validly existing under the laws of the State of New York, with its principal office located at 1 West Chester Street, Long Beach, New York 11561 (the “City” or “Licensor”), and **LI Greenmarkets, Inc.**, (“LIG”), a domestic non-profit organization, with an address of PO Box 1241, Long Beach, New York 11561 (“Licensee”) the Licensor and the Licensee are hereinafter referred to, collectively, as the “Parties”.

RECITALS:

WHEREAS, the City owns and maintains certain real property known as Kennedy Plaza, located in front (south) of City Hall at 1 West Chester Street, Long Beach, New York 11561, (the “Property”);

WHEREAS, the metes and bounds of the Property are as follows: the northern boundary is the southern edge of the sidewalk located on the south side of West Chester Street, the southern boundary is the northern edge of the sidewalk located on the northside of West Park Avenue, the western boundary is the eastern edge of the sidewalk located on the east side of National Boulevard, and the eastern boundary of the westerly edge of the sidewalk located on the west side of Center street; and

WHEREAS, Licensee has requested access to the Property for the purpose of hosting a Farmers Market, whereby participating concessionaires (“Event Participants”) may place a table and/or a tent/canopy over/above said table, to sell produce, food, and other goods/services to the public (the “Licensed Use”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing preambles and all other recitals set forth above, as well as the documents referenced therein, are hereby incorporated into and made a part of this Agreement.

2. **Grant of License.** Licensor hereby grants Licensee, its agents, or employees, contractors, subcontractors, Event Participants, or volunteers a nonexclusive license to enter the Property for the purpose of hosting a Farmers Market, whereby Event Participants may place a table and/or a tent/canopy over/above said table, to sell produce, food, and other goods/services to the public

3. License Term. The License shall begin on June 1, 2025 and shall terminate on November 31, 2027.

4. License Fee. Licensee shall pay the Licenser a license fee as follows:

- a) 2025 Calendar Year: \$125.00 per use of the Premises as defined herein.
- b) 2026 Calendar Year: \$175.00 per use of the Premises as defined herein.
- c) 2027 Calendar Year: \$200.00 per use of the Premises as defined herein.

To be paid on or before to the first day of each month for the preceding month (meaning payment for the month of July is due on or before August 1).

Licensee shall only incur the licensing fee for the days the licensed spaced is actually used. It will not be charged for days not used due to rain, weather, or other factors causing an event day to be cancelled.

5. Use of the Licensed Space. During the Term, Licensee shall have the right to enter upon and use the Licensed Space for the purposes set forth in Paragraph 2 above and in accordance with the following:

a) Licensee shall be permitted nonexclusive entry onto the Property on Wednesdays and Saturdays only, between the hours of 7:00 a.m. and 3:00 p.m., and shall cause Licensee's agents, employees, contractors, subcontractors, event participants, or volunteers to conduct their activities at the Property: (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous conditions on the Property; (iii) in compliance with all applicable laws; and (iv) in a manner that does not cause any damage, loss, cost or expense to, or claims against, Licenser or the Property.

b) Licensee shall comply with and use the Licensed Space in accordance with all local, state and federal laws, ordinances and regulations (the "Laws"), now or hereafter in effect, including any Laws relating to access for persons with disabilities and any Laws, guidance or emergency orders issued in response to a City, State or Federally declared disaster or emergency.

c) Licensee shall be responsible for obtaining, at its sole cost and expense, any and all licenses, certifications, accreditations, permits and/or approvals (collectively the "Approvals") necessary in order to operate its program in the Licensed Space, shall maintain the same in good standing for the Term of this Agreement, and shall comply with all requirements associated therewith. Licensee shall provide to Licenser a copy of all Approvals prior to commencement of the Term/Licensee's use of the Licensed Space.

d) Licensee acknowledges and agrees that as a part of this nonexclusive license, City may at its sole discretion, obtain and place sponsor(s) in the nonexclusive licensed space, and Licensee shall accommodate any such request or directive, as directed by City. The City shall provide seven (7) days' notice in such instances.

e) Licensee acknowledges and agrees that other entities may share the licensed space with Licensee and all such entities shall endeavor to work collaboratively to peacefully occupy the space simultaneously. In the even the entities cannot agree on an issue, the City shall have final authority, in its sole discretion, on how to resolve any such issue(s).

f) Licensee shall not hold the Lessor liable or seek reimbursement, abatement, or remuneration for any interruption in business, utilities, supplies, programming, or other operation resulting from any City, Local, State or Federally declared disaster or emergency.

6. Space Un-Available: In the Event of Kennedy Plaza is not available due to Construction or other, the City will work with the market to find a suitable location within the City, if possible.

7. Blackout Dates. The City reserves the Property for its own use, and Licensee may not hold any such events on the following dates: October 11-12, 2025. For events in the 2026 and 2027 calendar years the City shall provide blackout dates by April 15 of a given year or as soon as practicable thereafter. In the event the City requires the exclusive use of the Property on any additional dates it shall endeavor to provide Licensee with as much advanced notice as practicable.

8. Public Safety/Emergencies: In the event of an emergency, or issue relating to public safety, the City has the absolute right, in its sole discretion, to postpone or cancel any and all uses of Kennedy Plaza by the Licensee. The City shall provide as much advanced notice as practicable in the event of such emergency or issues concerning public safety.

9. Insurance. The Licensee agrees to procure and maintain in the following insurance policy in full force and effect, at its sole cost and expense, for the duration of the agreement:

a) Commercial General Liability including contractual liability for bodily injury and property damage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

b) The City shall be named as additional insured on said policy, as follows "The City of Long Beach, its agents, employees, and Elected Officials". Further the City shall be entitled to 30 days advance written notice of the cancellation or termination of said policy.

10. Termination. This Agreement may be terminated as set forth below.

a) Lessor reserves the absolute right to terminate this Agreement at any time upon 30 days written notice sent via certified mail to the Licensee's address set forth above. Upon termination of this Agreement, Licensee shall, at its sole cost and expense, promptly remove or cause to be removed from the licensed areas of the Property any and all of the machinery, equipment, supplies and other personal property; or

b) Licensee may terminate this Agreement upon fourteen (14) days' written notice sent via certified mail to the Lessor's address first set forth above.

11. **Indemnification.** Licensee shall indemnify, defend and hold Lessor harmless from and against, and shall cause Licensee's Agents to indemnify, defend and hold Lessor harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, attorney's fees) arising out of or relating to such entry and activities on the Property by the Licensee or Licensee's agents or volunteers, including, without limitation, damage to the Property or release of hazardous substances or materials onto the Property. The foregoing indemnity shall survive the termination or expiration of this Access Agreement.

12. **Independent Contractor.** In performing, directing, or otherwise managing its respective duties and obligations hereunder, Licensee shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the parties, or between either party and any employee or subcontractor of the other party. Each party shall at all times maintain complete control over its employees and operations, including the activities of its instructors, agents, representatives, invitees and volunteers and shall be responsible for all payments to and claims by any of its employees, instructors, agents, representatives, invitees and volunteers in connection with the program(s) operated by Licensee in the Licensed Space.

13. **Miscellaneous.**

a) *Construction.* To the extent possible, all the terms of this Agreement should be read together as not conflicting.

b) *Entire Agreement.* This Agreement sets forth all the promises, agreements and understandings between the parties with respect to the subject matter hereof. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by all of the parties hereto.

c) *Legal Provisions Deemed Included.* Every provision required by applicable law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either Party.

d) *Governing Law.* Any controversy or claim arising from or relating in any way to this Agreement shall be governed and controlled by the laws of the State of New York.

e) *Invalidity of Particular Provision.* If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) *Paragraph Headings.* The paragraph headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.

g) *No Sole Drafter.* Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of this Agreement it shall not be construed against either Party as drafter.

h) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. PDF signatures shall be treated as original signatures for all purposes hereunder.

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

LICENSOR
City of Long Beach

By: _____
Daniel Creighton
City Manager

LICENSEE
LI Greenmarkets, Inc.

By: _____
Print: _____
Title: _____

ACCESS AGREEMENT

Between

The City of Long Beach

And

Arts in the Plaza, Inc.

THIS ENTRY AND ACCESS AGREEMENT (this “Access Agreement”) made as of the __ day of May 2025, between and among the **CITY OF LONG BEACH**, a municipal corporation duly organized and validly existing under the laws of the State of New York, with its principal office located at 1 West Chester Street, Long Beach, New York 11561 (the “City”), and **Arts in the Plaza, Inc.**, (“AIP”), a domestic organization, with an address of P.O. Box 44, Long Beach, New York 11561 the City of Long Beach AIP may hereinafter be referred to, collectively, as the “Parties”.

R E C I T A L S:

WHEREAS, the City owns and maintains certain real property known as Kennedy Plaza, located in front (south) of City Hall at 1 West Chester Street, Long Beach, New York 11561, (the “Property”);

WHEREAS, the metes and bounds of the Property are as follows: the northern boundary is the southern edge of the sidewalk located on the south side of West Chester Street, the southern boundary is the northern edge of the sidewalk located on the northside of West Park Avenue, the western boundary is the eastern edge of the sidewalk located on the east side of National Boulevard, and the eastern boundary of the westerly edge of the sidewalk located on the west side of Center street; and

WHEREAS, AIP has requested access to the Property for the purpose of hosting an Art merchandising/information event, whereby participating concessionaires (“Event Participants”) may place a table and/or a tent/canopy over/above said table, to sell and discuss art and other art related goods/services to the public (the “Proposed Use”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing preambles and all other recitals set forth above, as well as the documents referenced therein, are hereby incorporated into and made a part of this Agreement.

2. **Grant of License.** City hereby grants AIP, its agents, or employees, contractors, subcontractors, Event Participants, or volunteers a nonexclusive license to enter the Property for the purpose of hosting an Art merchandising/information event, whereby Event Participants may place a table and/or a tent/canopy over/above said table, to accomplish the stated purpose.

3. License Term. The License shall begin on June 1, 2025 and shall terminate on November 31, 2027.

4. License Fee. AIP shall pay the City a license fee as follows:

- a) 2025 Calendar Year: \$100.00 per use of the Premises as defined herein.
- b) 2026 Calendar Year: \$125.00 per use of the Premises as defined herein.
- c) 2027 Calendar Year: \$150.00 per use of the Premises as defined herein.

To be paid on or before to the first day of each month for the preceding month (meaning payment for the month of July is due on or before August 1).

Licensee shall only incur the licensing fee for the days the licensed spaced is actually used. It will not be charged for days not used due to rain, weather, or other factors causing an event day to be cancelled

AIP shall also provide at least two (2) concerts per calendar year (between the months of June and October each year) to be held on the dates and times approved by the City

5. Use of the Property. During the Term, AIP shall have the right to enter upon and use the Property for the purposes set forth in Paragraph 2 above and in accordance with the following:

a) AIP shall be permitted nonexclusive entry onto the Property on Saturdays only, between the hours of 7:00 a.m. and 4:00 p.m., and shall cause AIP's agents, employees, contractors, subcontractors, event participants, or volunteers to conduct their activities at the Property: (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous conditions on the Property; (iii) in compliance with all applicable laws; and (iv) in a manner that does not cause any damage, loss, cost or expense to, or claims against, City or the Property.

b) AIP shall comply with and use the Property in accordance with all local, state and federal laws, ordinances and regulations (the "Laws"), now or hereafter in effect, including any Laws relating to access for persons with disabilities and any Laws, guidance or emergency orders issued in response to a City, State or Federally declared disaster or emergency.

c) AIP shall be responsible for obtaining, at its sole cost and expense, any and all licenses, certifications, accreditations, permits and/or approvals (collectively the "Approvals") necessary in order to operate its program in the Property, shall maintain the same in good standing for the Term of this Agreement, and shall comply with all requirements associated therewith. AIP shall provide to City a copy of all Approvals prior to commencement of the Term/AIP's use of the Property.

d) AIP acknowledges and agrees that as a part of this nonexclusive license, City may at its sole discretion, obtain and place sponsor(s) in the nonexclusive licensed

space, and AIP shall accommodate any such request or directive, as directed by City. The City shall provide seven (7) days' notice in such instances.

e) AIP acknowledges and agrees that other entities may share the licensed space with AIP and all such entities shall endeavor to work collaboratively to peacefully occupy the space simultaneously. In the event the entities cannot agree on an issue, the City shall have final authority, in its sole discretion, on how to resolve any such issue(s).

f) AIP shall not hold the City liable or seek reimbursement, abatement, or remuneration for any interruption in business, utilities, supplies, programming, or other operation resulting from any City, Local, State or Federally declared disaster or emergency.

6. Space Un-Available: In the Event of Kennedy Plaza is not available due to Construction or other, the City will work with the market to find a suitable location within the City, if possible.

7. Blackout Dates. The City reserves the Property for its own use, and AIP may not hold any such events on the following dates: October 11-12, 2025. For events in the 2026 and 2027 calendar years the City shall provide blackout dates before April 15 of a given year. In the event the City requires the exclusive use of the Property on any additional dates it shall endeavor to provide AIP with as much advanced notice as practicable.

8. Public Safety/Emergencies: In the event of an emergency, or issue relating to public safety, the City has the absolute right, in its sole discretion, to postpone or cancel any and all uses of Kennedy Plaza by the Licensee. The City shall provide as much advanced notice as practicable in the event of such emergency or issues concerning public safety.

9. Insurance. AIP agrees to procure and maintain in the following insurance policy in full force and effect, at its sole cost and expense, for the duration of this agreement:

a) Commercial General Liability including contractual liability for bodily injury and property damage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

b) The City shall be named as additional insured on said policy, as follows "The City of Long Beach, its agents, employees, and Elected Officials". Further the City shall be entitled to 30 days advance written notice of the cancellation or termination of said policy.

10. Termination. This Agreement may be terminated as set forth below.

a) City reserves the absolute right to terminate this Agreement at any time upon 30 days written notice sent via certified mail to AIP's address set forth above. Upon termination of this Agreement, AIP shall, at its sole cost and expense, promptly remove or cause to be removed from the licensed areas of the Property any and all of the machinery, equipment, supplies and other personal property; or

b) AIP may terminate this Agreement upon fourteen (14) days' written notice sent via certified mail to the City's address first set forth above.

11. Indemnification. AIP shall indemnify, defend and hold City harmless from and against, and shall cause AIP's Agents to indemnify, defend and hold City harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, attorney's fees) arising out of or relating to such entry and activities on the Property by AIP or AIP's agents or volunteers, including, without limitation, damage to the Property or release of hazardous substances or materials onto the Property. The foregoing indemnity shall survive the termination or expiration of this Access Agreement.

12. Independent Contractor. In performing, directing, or otherwise managing its respective duties and obligations hereunder, AIP shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the parties, or between either party and any employee or subcontractor of the other party. Each party shall at all times maintain complete control over its employees and operations, including the activities of its instructors, agents, representatives, invitees and volunteers and shall be responsible for all payments to and claims by any of its employees, instructors, agents, representatives, invitees and volunteers in connection with the program(s) operated by AIP in the Property.

13. Miscellaneous.

a) *Construction.* To the extent possible, all the terms of this Agreement should be read together as not conflicting.

b) *Entire Agreement.* This Agreement sets forth all the promises, agreements and understandings between the parties with respect to the subject matter hereof. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by all of the parties hereto.

c) *Legal Provisions Deemed Included.* Every provision required by applicable law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either Party.

d) *Governing Law.* Any controversy or claim arising from or relating in any way to this Agreement shall be governed and controlled by the laws of the State of New York.

e) *Invalidity of Particular Provision.* If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) *Paragraph Headings.* The paragraph headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.

g) *No Sole Drafter.* Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of this Agreement it shall not be construed against either Party as drafter.

h) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. PDF signatures shall be treated as original signatures for all purposes hereunder.

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

City of Long Beach

By: _____
Daniel Creighton
City Manager

Arts in the Plaza, Inc.

By: _____
Print: _____
Title: _____

**Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954**

This Agreement is made and entered into on this th day of May, 2025 between **MILLENNIUM STRATEGIES LLC** (herein referred to as "Consultant") located at 25 Smith Street, Suite 401, Nanuet, NY, 10954 and **CITY OF LONG BEACH** (herein referred to as "City") located at 1 West Chester Street, Long Beach, NY, 11561.

WHEREAS, this agreement between the City and Consultant is subject to all terms and obligations set forth in the 2022 Request for Proposals ("RFP"), which is incorporated herein by reference and made a material part hereof. In the event any of the terms, conditions, and/or obligations set forth in the RFP, Consultant's 2022 Response to the RFP, and/or this Agreement conflict, the RFP shall control, followed by this Agreement. Accordingly, the City and Consultant agree as follows.

RECITALS AND WHEREAS CLAUSES

The foregoing preamble, whereas clause(s), and recitals set forth above, as well as the documents referenced therein, if any, are hereby incorporated into and made a material part of this agreement.

AUTHORITY

City Council Resolution No._____/____duly adopted on_____, 2025.

SCOPE OF SERVICES

Consultant will provide Grant Consulting Services on behalf of City. Specific services to be provided are outlined and described below.

Create a Strategic Plan - Consultant will create a Strategic Plan for grant research and funding to be pursued in keeping with City's budget, capital plan and other identified objectives. This process will include coordination of necessary meetings with administrators, department heads, supervisors and key personnel to determine future funding goals and how best to achieve them.

| *Research Available Opportunities & Frequent Notification* - Consultant will research all available governmental and non-governmental grant opportunities that support City's priorities on an ongoing basis for the duration of the contract period. Detailed grant summaries and application breakdowns will be provided to key personnel as City selects grants that are consistent with the Strategic Plan.

| *Complete Grant Writing* - Consultant will complete all grant applications, both presented by Consultant and identified by City, in accordance with funding guidelines established by funding agencies, on a continuing basis for the duration of the contract period. This includes

**Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954**

all necessary follow up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of City as well as advising of technical requirements and criteria associated with grants.

Monthly Reporting - Consultant will submit a monthly report detailing all activities undertaken by Consultant on behalf of City as well as a monthly invoice of services rendered. The monthly report will include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, as well as grants denied providing City with an assessment of Consultant's efforts on a regular basis.

TERM

This Agreement shall be for a period of twelve months commencing on June 1, 2025 and ending on May 31, 2026. This agreement has two (2) optional one (1) year renewal periods, which may be exercised upon written mutual consent of the parties. Consultant's intent to renew must be conveyed at least sixty (60) days prior to the expiration of the then current term. Either party may terminate this agreement with or without cause upon 30-days written notice via certified mail.

COMPENSATION

Consultant shall render Scope of Services on behalf of City for a flat monthly retainer —fee of \$3,500.00, payable in twelve equal monthly installments, for an amount not to exceed \$4236,000.00 per annum. Consultant's fee is not contingent upon the successful award of grant funding. There are no hidden costs associated with this fee structure which includes all travel time and expenses.

INDEPENDENT CONTRACTOR.

It is understood and acknowledged that the Services which Consultant will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the City. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. The City shall have the right to inspect the work of Consultant as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work. Consultant has no authority to commit, act for or on behalf of the City, or to bind the City to any obligation or liability. Consultant shall not be eligible for and shall not receive any employee benefits from City and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Consultant hereunder.

Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954
CONFIDENTIALITY

All nonpublic, confidential, or proprietary information of the City ("**Confidential Information**"), including, but not limited to, any trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, City lists, pricing, discounts, or rebates, disclosed by City to Consultant, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "Confidential," in connection with this Agreement is confidential, solely for Consultant's use in performing this Agreement and may not be disclosed or copied unless authorized by City in writing. Confidential Information does not include ~~-any -~~information that: (a) is or becomes generally available to the public other than as a result of Consultant's breach of this Agreement; (b) is obtained by Consultant on a non-confidential basis from a third party that ~~-~~was not legally or contractually restricted from disclosing such information; or (c) Consultant establishes by documentary evidence, was in Consultant's possession prior to City's disclosure hereunder.

Consultant shall maintain the Confidential Information with the same degree of care Consultant uses to maintain its own Confidential Information, and, in all events, Consultant shall maintain the Confidential Information with no less than commercially reasonable care. Upon City's request, Consultant shall promptly return all documents and other materials received from City. City shall be entitled to injunctive relief for any violation of this Section. The Consultant is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard all of the City's information assets.

ASSIGNABILITY

This Agreement is not assignable without the prior written consent of both City and Consultant.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

CHOICE OF LAW

The construction, and terms, of this Agreement shall be governed by the laws of the State of New York.

**Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954**

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Supreme Court, State of New York, County of Nassau. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of the State of New York, in such dispute or proceeding.

AGREED TO AND ACCEPTED BY:

City of Long Beach

By: _____ **Date:** _____
Daniel Creighton
City Manager

Millennium Strategies, LLC

By: _____ **Date:** _____
Edward Farmer
President and CEO



CITY OF LONG BEACH
DEPARTMENT OF ASSESSMENT
1 WEST CHESTER STREET
LONG BEACH, NEW YORK 11561
(516) 431-1009
FAX: (516) 431-1343

RAYMOND FLAMMER, IAO
ASSESSOR

To: Dan Creighton, City Manager
Phil Ragona, Deputy City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, Comptroller
Steven Pambianchi, Assistant Corporation Counsel

From: Raymond Flammer, Tax Assessor

Subject: Resolution for Correction of Error
Section: 59 Block 190 Lot 259 & 260
648 & 650 E Broadway
648 E Broadway LLC & 650 E Broadway LLC
C/O Charles Rafimayeri

I respectfully request the City Council approve this Correction of Error. A clerical error occurred as both properties were misclassified when the property was subdivided. The property owner has filed an Application for Corrected Tax Roll (RP-556) with the Tax Assessor's office. The refund amount will be **\$23,132.59**. The error has been corrected on the 2025/26 final assessment roll.

The funds are available in account A1930-54403 Tax Certiorari Claims.

<u>Year</u>	<u>Parcel</u>	<u>AV</u>	<u>NH Tax Rate</u>	<u>H Tax Rate</u>	<u>NH Taxes</u>	<u>H Taxes</u>	<u>Refund</u>
2023/24	59-190-259	30720	42.8292%	24.2821%	\$13,157.13	\$7,459.46	\$5,697.67
2024/25	59-190-259	30720	43.3857%	24.2821%	\$13,328.09	\$7,459.46	\$5,868.63
2032/24	59-190-260	30720	42.8292%	24.2821%	\$13,157.13	\$7,459.46	\$5,697.67
2024/25	59-190-260	30720	43.3857%	24.2821%	\$13,328.09	\$7,459.46	\$5,868.63

Total	\$23,132.59
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PAS - [Modify: 59.-190-259]

Tables Parcels Reports Tax Billing Import/Export Prorata Options System Help

2026 (Next Year)

Parcel Modify

Land: \$4,500

Tot: \$30,720

Swls Code	Sec	Sbs	Block	Lot	Subl	Stx	CkDig	Status	Create Date	School Cd
280900	058	000	0190	259	000	0000	GD	A	12/21/2022	281000 ▾ CTY LONG BEACH SCHLS
LONG BEACH Res Sites 1 Com Sites 0				Last Change	1/31/2025	By	JENNA			
Name 1	RAFIMAYER CHARLES				Prop Desc 1	Subdivision, change order				
Name 2					Prop Desc 2	#89725 11/16/2022				
Addr 1					Prop Desc 3	f/k/a p/o 59.-190-26-28				
Addr 2					Bank Code	Roll Sect	1	Sub Sect		
Street					Prop Class	220	Two Family Res	Own Cd	▼	
City					Hstd Code	H	Homestead	Res %		
State					Legal Addr #	648	Street	E BROADWAY		
Prior Year '24	This Year '25	Next Year '26	Front	30.00	Depth	100.00	Acres	0.07		
Assessed	\$30,720	\$30,720								
Taxable	\$30,720	\$30,720	\$30,720							
✓ Save					✗ Cancel			✖ Close		

[Smry](#) [Pg 1](#) [Pg 2](#) [Assess](#) [Sp Dist](#) [Res Site](#) [Res Bldg](#) [Res Land](#) [Res Imp](#) [User Data](#) [Notes](#) [Pict](#) [Permit](#) [Map](#)

PAS - [Modify; 59-190-259]



Tables Parcels Reports Tax Billing Import/Export Prorata Options System Help

2026 (Next Year)

Parcel Modify

Land: \$4,500

Tot: \$30,720

Swis Code	Sec	Sbs	Block	Lot	Subl	Stx	CkDig	Status	Create Date	School Cd
280900	059	000	0190	259	000	0000	GD	A	12/21/2022	281000 ▾ CTY LONG BEACH SCHLS
LONG BEACH Res Sites 1 Com Sites 0 Last Change 1/5/2023 By JENNA										
Name 1	RAHIMAYERI CHARLES Prop Desc 1 Subdivision, change order									
Name 2	Prop Desc 2 #89725 11/16/2022									
Addr 1	Prop Desc 3 D/a p/o 59-190-26-28									
Addr 2	Bank Code	Roll Sect	1	Sub	Sec					
Street	Prop Class	220	Two Family Res	Own Cd						
City	Hstd Code	N	Non-Homestead	Res %						
State	Legal Addr #	648	Street	E BROADWAY						
Prior Year '24	This Year '25	Next Year '26	Front	30.00	Depth	100.00	Acres	0.07		
Assessed	\$30,720	\$30,720	\$30,720							
Taxable	\$30,720	\$30,720	\$30,720	<input checked="" type="checkbox"/> Save	<input type="checkbox"/> Cancel	<input type="checkbox"/> Close				

[Smry] [Pg 1] [Pg 2] [Assess] [Sp Dist] [Res Site] [Res Bldg] [Res Land] [Res Imp] [User Data] [Notes] [Pic] [Permit] [Map]

PAS - [Modify: 59.-190-260 (Change This Year & Next Year)]

Tables Parcels Reports Tax Billing Import/Export Prorata Options System Help

2025 (This Year)

Parcel Modify

Land: \$4,500

Tot: \$30,720

Swis Code	Sec	Sbs	Block	Lot	Subl	Sfx	CKDig	Status	Create Date	School Cd
280900	059	000	0190	260	000	0000	GD	A	12/21/2022	281000 ▾ CTY LONG BEACH SCHLS
LONG BEACH				Res Sites	1	Com Sites	0	Last Change	1/31/2025	By JENNA
Name 1	RAFIMAYERI CHARLES				Prop Desc 1 Subdivision, Change order					
Name 2					Prop Desc 2 #89725 11/16/2022					
Addr 1					Prop Desc 3 I/k/a p/o 59.-190-26-28					
Addr 2					Bank Code		Roll Sect	1	Sub Sect	
Street					Prop Class	220	Two Family Res		Own Cd	
City					Held Code	H	Homestead		Res %	
State					Legal Addr #	650	Street	E BROADWAY		
Prior Year '24	This Year '25	Next Year '26	Front	30.00	Depth	100.00	Acres	0.07		
Assessed	\$30,720	\$30,720								
Taxable	\$30,720	\$30,720								

Save
 Cancel
 Close

[Smry](#) [Pg 1](#) [Pg 2](#) [Assess](#) [Sp Dist](#) [Res Site](#) [Res Bldg](#) [Res Land](#) [Res Imp](#) [User Data](#) [Notes](#) [Pic](#) [Map](#)

Mobile

PAS - [Modify: 59-190-260]

Tables Parcels Reports Tax Billing Import/Export Prorata Options System Help

2026 (Next Year)

Parcel Modify

Land: \$4,500

Tot: \$30,720

Swls Code	Sec	Sbs	Block	Lot	Subl	Stx	CkDlg	Status	Create Date	School Cd
280900	059	000	0190	260	000	0000	GD	A	12/21/2022	281000 ▾ CTY LONG BEACH SCHLS
LONG BEACH				Res Sites	1	Com Sites	0	Last Change	1/5/2023	By JENNA
Name 1	RAFIMAYERI CHARLES				Prop Desc 1			Subdivision, Change order		
Name 2					Prop Desc 2			#89725 11/16/2022		
Addr 1					Prop Desc 3			ff/a p/o 59-190-26-28		
Addr 2					Bank Code	Roll Sect 1		Sub	Sect	
Street					Prop Class	220	Two Family Res	Own Cd		
City					Hstd Code	N	Non-Homestead	Res %		
State					Legal Addr #	650	Street	E BROADWAY		
Prior Year '24	This Year '25	Next Year '26	Front	30.00	Depth	100.00	Acres	0.07		
Assessed	\$30,720	\$30,720	\$30,720		<input checked="" type="checkbox"/> Save	<input type="checkbox"/> Cancel	<input type="checkbox"/> Close			
Taxable	\$30,720	\$30,720	\$30,720							

Smry Pg 1 Pg 2 Assess Sp Distr Res Site Res Bldg Res Land Res Imp User Data Notes Pict Map

Services (ORPS)



City of Long Beach

Treasurer
One West Chester Street
Long Beach, NY 11561-2038
T: (516)431-1008 F: (516)431-1343

City of Long Beach 2024-2025

Reminder to pay Real Estate Taxes

Bill #: 006526

YOUR PROPERTY:

Address: 648 E BROADWAY Lot Group: SUBDIVISION, CHANGE
Owner: RAFIMAYERI CHARLES Dimensions: 30 X 100
S/B/L: 59.-190-259 Property Class: 220
Tax Rate: 388.96 Roll Section: 1

Estimated State Aid: \$285,929,662
Total City Tax Levy: \$59,486,210
Total Refuse Levy: \$10,032,715

PROPERTY TAXPAYER'S BILL OF RIGHTS:

The estimated **FULL MARKET VALUE** of this property as of 12/01/2023 : \$1,238,709
The **ASSESSED VALUE** of this property as of 12/01/2022 : \$30,720.00
The **UNIFORM PERCENTAGE OF VALUE** used to establish assessment : 2.48%

EXEMPTIONS:

Exemption	Value	Full Value Estimate
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YOUR REAL PROPERTY TAX OBLIGATIONS:

Tax Purpose	Total Levy	%Change	Taxable Value	Tax Rate	Tax Amount
City Tax Levy	\$59,489,210	1.5614%	\$30,720.00	388.96	\$11,948.90
Superblock Deficit	\$1,341,548		\$30,720.00	35.078	\$301.59
'5 Million Judgement	\$5,503,352		\$30,720.00	9.81739	1077.6
SANITATION CHARGE	\$0			605	\$1210

PAYMENT SCHEDULE:

Total Tax:	\$14,538.09	
First Half: PAID ON:	7/31/2024	\$7,269.05
Second Half:DUE BY:	01/31/2025	\$7,269.04
Penalty:	NONE	
AMOUNT DUE:	\$7,269.04	

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

PLEASE DO NOT STAPLE

PROPERTY LOCATION	OWNER	SECTION - BLOCK - LOT	BILL NUMBER
648 E BROADWAY	RAFIMAYERI CHARLES	59.-190-259	006526

AMOUNT DUE:

\$7,269.04

DATE DUE: 01/31/2025



This is a reminder that the remainder of your real estate taxes are due on January 1, 2025. The last day to pay without penalty is January 31, 2025. If the second half of your taxes are not paid on 01/31/2025, penalty will be calculated at the rate of 1.5 percent per month from 01/01/2025 calculated to the first day of the month following the day of payment.

PLEASE MAKE CHECKS PAYABLE TO:
CITY OF LONG BEACH

REMIT TO:
ONE WEST CHESTER ST., LONG BEACH, NY 11561-2038



City of Long Beach

Treasurer
One West Chester Street
Long Beach, NY 11561-2038
T: (516)431-1008 F: (516)431-1343

City of Long Beach 2024-2025

Reminder to pay Real Estate Taxes

Bill #: 006527

YOUR PROPERTY:

Address:	650 E BROADWAY	Lot Group:	SUBDIVISION, CHANGE	Estimated State Aid:	\$285,929,662
Owner:	RAFIMAYERI CHARLES	Dimensions:	30 X 100	Total City Tax Levy:	\$59,486,210
S/B/L:	59.-190-260	Property Class:	220	Total Refuse Levy:	\$10,032,715
Tax Rate:	388.96	Roll Section:	1		

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The estimated **FULL MARKET VALUE** of this property as of 12/01/2023 : \$1,238,709
 The **ASSESSED VALUE** of this property as of 12/01/2022 : \$30,720.00
 The **UNIFORM PERCENTAGE OF VALUE** used to establish assessment : 2.48%

EXEMPTIONS:

Exemption	Value	Full Value Estimate
-----------	-------	---------------------

YOUR REAL PROPERTY TAX OBLIGATIONS:

Tax Purpose	Total Levy	%Change	Taxable Value	Tax Rate	Tax Amount	PAYMENT SCHEDULE:
City Tax Levy	\$59,489,210	1.5614%	\$30,720.00	388.96	\$11,948.90	Total Tax: \$14,538.09
Superblock Deficit	\$1,341,548		\$30,720.00	35.078	\$301.59	First Half: PAID ON: 7/31/2024 \$7,269.05
5 Million Judgement	\$5,503,352		\$30,720.00	9.81739	1077.6	Second Half: DUE BY: 01/31/2025 \$7,269.04
SANITATION CHARGE	\$0			605	\$1210	Penalty: NONE
						AMOUNT DUE: \$7,269.04

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

PLEASE DO NOT STAPLE

PROPERTY LOCATION	OWNER	SECTION - BLOCK - LOT	BILL NUMBER
650 E BROADWAY	RAFIMAYERI CHARLES	59.-190-260	006527

AMOUNT DUE: \$7,269.04

DATE DUE: 01/31/2025



This is a reminder that the remainder of your real estate taxes are due on January 1, 2025. The last day to pay without penalty is January 31, 2025. If the second half of your taxes are not paid on 01/31/2025, penalty will be calculated at the rate of 1.5 percent per month from 01/01/2025 calculated to the first day of the month following the day of payment.

PLEASE MAKE CHECKS PAYABLE TO:
CITY OF LONG BEACH

REMIT TO:
ONE WEST CHESTER ST., LONG BEACH, NY 11561-2038



**CITY OF LONG BEACH
DEPARTMENT OF ASSESSMENT
1 WEST CHESTER STREET
LONG BEACH, NEW YORK 11561
(516) 431-1009
FAX: (516) 431-1343**

RAYMOND FLAMMER, IAO
ASSESSOR

To: Dan Creighton, City Manager
Phil Ragona, Deputy City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, Comptroller
Steven Pambianchi, Assistant Corporation Counsel

From: Raymond Flammer, Tax Assessor

Date: May 8, 2025

Subject: Request for City Council Resolution for Tax Certiorari Settlement

I respectfully request a City Council Resolution to settle the following tax certiorari case. This settlement is not subject to any interest payments and includes a three-year moratorium on filing grievances. This resolution also avoids the expense of going to trial, which would include the cost of an appraiser and a legal consultant. Funds are available in the Judgments & Claims/Tax Certiorari Claims account A1930-54403.

Long Beach Shopping LLC (Former Pier 1 Building),
Section 59 Block 125 Lot 1 – 7 & 8-21
214-226 E Park Avenue

Tax Years 2017/18 -2024/25. Moratorium on filing 2025/26 – 2027/28.
Discontinuance: 2017/18 – 2023/24 For lots 1-7 (Parking Lot)

For lots 8 – 21: Total assessed value will be reduced from **155,000 to 94,000** moving forward. That equates to a market value of **\$4,122,807**. Please note the value is based on income capitalization and this parcel is classified as non-homestead. For comparison purposes, Nassau County recently settled their case for a market value of **\$3,644,027 for the building and \$522,777 for the parking lot** for the 2025/26 Tax Year. The parking lot sold on 12/19/2024 for \$1,500,000; City's value is \$1,535,078.

This settlement also includes a lump sum cash refund of **\$120,000**, broken out into three payments: \$50,000 within 60 days of settlement, \$35,000 by 9/1/2025, and \$35,000 9/1/2026.

The original demands were for a market value of \$3,024,000 and a refund of over \$200,000 and included both parcels. The 2024/25 tax bill was \$67,248 for the building. The assessment will be lowered for the 2025/26 tax year; estimated taxes are \$40,783 assuming no change in tax levy.

**MANHATTAN**

1407 BROADWAY | SUITE 4002
NEW YORK, NY 10018
T: 212.953.5000 | F: 212.953.5001

LONG ISLAND

538 BROADHOLLOW RD. | SUITE 307
MELVILLE, NY 11747
T: 631.501.5011 | F: 631.501.5012

WESTCHESTER

120 WHITE PLAINS RD. | SUITE 125
TARRYTOWN, NY 10591
T: 914.631.1500 | F: 914.631.1501

April 29, 2025

HON. Frank Dikranis
City of Long Beach Judge
One West Chester Street
Long Beach, New York 11561

**Re: Long Beach Shopping LLC, v. Assessor, City of Long Beach
Section 59, Block 125, Lot 1-7
Section 59, Block 125, Lot 8-21
Our File No. 0025x0382**

Dear HON. Frank Dikranis:

Enclosed please find an original and two copies of the proposed Stipulation of Settlement and Order & Judgment for the 2017/18 through 2024/25 tax years in connection with the above tax certiorari matter. Also enclosed is the original and two copies of a Stipulation of Discontinuance for the 2017/18-2023/24 tax years for lot 1-7.

Kindly return the original and one copy of the executed Stipulation in the enclosed envelope. Upon our receipt of the executed Order from the Court, we will provide all parties with a certified copy with Notice of Entry.

Thank you for your attention to this matter. If you should have any questions or require any additional information, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "JA".

Jason Armstrong
Legal Assistant
jarmstrong@hermankatz.com

JA
Enclosures
cc: Raymond Flammer, Assessor

CITY OF LONG BEACH
DEPT. OF ASSESSMENT
2025 MAY - 5 PM 12: 05

0025x0382C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X **STIPULATION OF DISCONTINUANCE**

In the Matter of

Consolidated Index No.: 403780/2020
Consolidated Calendar No.: 2021V2365

LONG BEACH SHOPPING LLC,

Petitioner
-against-

Tax Year(s):
2017/18-2023/24

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE CITY OF LONG BEACH AND
THE BOARD OF ASSESSMENT REVIEW, Section 59, Block 125, Lot 1-7

Respondents.

-----X

IT IS HEREBY STIPULATED that the above captioned proceedings, limited to those parcels listed, be discontinued without costs pursuant to the agreement of the parties.

Dated: Melville, New York
April 29, 2025

HERMAN KATZ LLP

JACQUELYN L. MASCETTI, ESQ..

Attorneys for Petitioner
538 Broadhollow Road, Suite 307
Melville, NY 11747

BY: Jacquelyn Mascetti

HON. FRANK DIKRANIS
CITY OF LONG BEACH
Attorney for Respondents
1 West Chester Street
Long Beach, NY 11561

BY: _____

File # 0025X0382

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

X

In the Matter of

STIPULATION OF SETTLEMENT

LONG BEACH SHOPPING LLC.,

Consol. Index No.: 403780/2020
Consol. Cal. No.: 2021V2365

Petitioner,

Tax Year(s)
2017/18-2024/25

-against-

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE CITY OF LONG BEACH
AND THE BOARD OF ASSESSMENT REVIEW

59/125/8-21

Respondents.

X

WHEREAS, Petitioner has brought proceedings to review Respondent's real property tax assessment on the property owned by Petitioner and shown on the Nassau County Land and Tax Map as

<u>Section</u>	<u>Block</u>	<u>Lot(s)</u>
59	125	8-21

for the tax years 2017/18 through 2024/25, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

WHEREAS, the parties desire to settle said proceedings in substantial accordance with the terms hereafter set forth,

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The within proceeding shall be severed pursuant to CPLR Section 407 from any master petition for the 2017/18 through 2024/25 tax years.
2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

3. The within consolidated proceeding, for the property known as Section 59, Block 125, Lot 8-21, shall be settled for a lump sum cash refund of ONE HUNDRED TWENTY THOUSAND (\$120,000) DOLLARS, without interest, to be paid in three (3) installments. The first installment of FIFTY THOUSAND (\$50,000) DOLLARS within sixty (60) days of service of notice of entry of the Order and Judgment; the second installment of THIRTY-FIVE THOUSAND (\$35,000) DOLLARS on or before September 1, 2025; and the final installment of THIRTY-FIVE THOUSAND (\$35,000) DOLLARS on or before September 1, 2026.

4. It is intended that the reduction shall generate a gross refund up through the 2024/25 tax year of ONE HUNDRED TWENTY THOUSAND (\$120,000) DOLLARS.

5. Payment of the cash refund will be made to HERMAN KATZ LLP, as Attorneys for Petitioner, upon service of the Order and Judgment in this proceeding with notice of entry and proof of payment on the City of Long Beach.

6. Whereas the parties have agreed by a separate stipulation of discontinuance to discontinue the proceedings for the property known as Section 59, Block 125, Lot 1-7 (202 Park Avenue) for the 2017/18 through 2023/24 tax years.

7. Whereas the parties have agreed that the assessment, for the property known as Section 59, Block 125, Lot 8-21 (214-220 Park Avenue), shall therefore be set \$94,000 for the tax years 2025/26, 2026/27 and 2027/28. Upon the entry of a final order and judgment reducing said assessment, petitioner acknowledges that they will not file an RPTL Article 7 petition to review the assessment on such property for the 2025/26, 2026/27 and 2027/28 tax years pursuant to RPTL §727, if applicable.

8. Upon issuance of the court order, all proceedings are withdrawn and discontinued with prejudice without costs.

Dated: Melville, New York
April 29, 2025

HERMAN KATZ LLP
Attorneys for Petitioner


By: _____

JACQUELYN L. MASCETTI, ESQ.

HON. FRANK DIKRANIS
CITY OF LONG BEACH
Attorney for Respondent

By: _____

File# 0025x0382

At an IAS Term 7 of the Supreme Court of the State of New York for Condemnation and Tax Certiorari, held in and for the County of Nassau, at Mineola, New York on the day , 20 .

P R E S E N T :

HON. _____,

Justice.

-----X

In the Matter of

LONG BEACH SHOPPING LLC.,

ORDER AND JUDGMENT

Consol. Index No.: 403780/2020
Consol. Cal. No.: 2021V2365

Petitioner,

-against-

Tax Year(s)
2017/18-2024/25

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE CITY OF LONG BEACH AND THE BOARD OF ASSESSMENT REVIEW

59/125/8-21

Respondents.

-----X

Proceedings have been brought upon the petitions of the above Petitioner herein to review the assessments made by the Respondent, Assessor and/or The Board of Assessment Review of the City of Long Beach, (hereinafter the "Respondent"), for the purpose of taxation upon certain parcels of real property owned by the Petitioner herein and described on the Land and Tax Map of the County of Nassau as Section 59 Block 125, Lot 1-7 for 2017/18 through 2023/24 and Section 59, Block 125, Lot(s) 8-21 for 2017/18 through 2024/25 and the Petitioners by their attorneys HERMAN KATZ LLP (by Jacquelyn L. Mascetti, Esq.) appearing for the Petitioner and the Respondent having appeared by Dennis Cohen, Esq., Corporation Counsel, Attorney for the Respondent City of Long Beach, and the parties having entered into a stipulation of settlement dated April 29, 2025, settling the above captioned proceedings reducing the assessments for the tax years 2017/18 through 2024/25, and in consideration for

the withdrawal of such tax years for the payment of a lump sum cash refund and for various other matters.

NOW, on motion of HERMAN KATZ LLP, attorneys for the Petitioner, it is

ORDERED, ADJUDGED AND DECREED, that the within proceeding shall be severed pursuant to CPLR Section 407 from the master petitions, and it is further

ORDERED, ADJUDGED AND DECREED, that in consideration of the withdrawal of the proceedings, for the property known as Section 59, Block 125, Lot 8-21, for the taxable years 2017/18 through 2024/25, claimed by Petitioner to be erroneous by reason of inequality and overassessment, Petitioner shall have judgment against Respondent for the sum of ONE HUNDRED TWENTY THOUSAND (\$120,000) DOLLARS, without interest, to be paid in three (3) installments. The first installment of FIFTY THOUSAND (\$50,000) DOLLARS within sixty (60) days of service of notice of entry of the Order and Judgment; the second installment of THIRTY-FIVE THOUSAND (\$35,000) DOLLARS on or before September 1, 2025; and the final installment of THIRTY-FIVE THOUSAND (\$35,000) DOLLARS on or before September 1, 2026

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of said assessment rolls or any tax roll or tax record card upon which the assessments for such tax years appear, and any taxes which have been levied or are about to be levied thereon, or against which the taxes have been extended, is directed and authorized to make appropriate notes on the tax roll or record card, opposite the said entries, to reflect the judgment, and it is further

ORDERED, ADJUDGED AND DECREED, that the Respondent's Receiver of Taxes or the Treasurer or such other officer or officers be and hereby is directed and authorized to pay a lump sum of ONE HUNDRED TWENTY THOUSAND (\$120,000) DOLLARS cash refund to HERMAN KATZ LLP, as Attorneys for Petitioner, without interest, and it is further

ORDERED, ADJUDGED AND DECREED, that upon issuance of the court order, the proceedings for the tax years 2017/18 through 2024/25 are hereby discontinued and that no costs or disbursements are awarded to either party.

E N T E R

J.S.C.



RAYMOND FLAMMER, IAO
ASSESSOR

CITY OF LONG BEACH
DEPARTMENT OF ASSESSMENT
1 WEST CHESTER STREET
LONG BEACH, NEW YORK 11561
(516) 431-1009
FAX: (516) 431-1343

To: Dan Creighton, City Manager
Phil Ragona, Deputy City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, Comptroller
Scott Kemins, Building Commissioner
Steven Pambianchi, Assistant Corporation Counsel

From: Raymond Flammer, Tax Assessor

Date: May 8, 2025

Subject: Resolution for Foreclosure Registry

I respectfully request a resolution for the City Council to approve the contract extension for Munireg, LLC for one year for a mortgage foreclosure registry. The original two year contract expires on September 26, 2025.

This contract will provide no cost to the City. Since the State has limited the registration fee to \$75 a year per parcel, Munireg will keep \$50 of every registration. The City in turn will receive \$25 per registration and a database of all properties facing foreclosure. The database will include contact information for the property management companies and lending institutions responsible for property maintenance.

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) is made as of the 26 day of September, 2023 (the “Effective Date”), by and between the CITY OF LONG BEACH, NEW YORK (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

RECITALS

- A. Client is a municipal corporation.
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance.
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction.
- D. To address these issues related to the maintenance of vacant and/or abandoned Properties; Ordinance No. 177/23 titled “MUNIREG” (“Resolution”) was adopted by the Client on the 26 day of Sep, 2023.
- E. Pursuant to the authority granted under the Resolution, the Client desires to enter into this Agreement with MuniReg in order to provide certain Services (defined below) authorized pursuant to the Resolution and to register properties with mortgages in default (each, a “Registration”), thereby allowing the Client to efficiently and proactively enforce compliance with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any fees associated with such registrations (the “Registration Fees”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services.

During the Term (defined below) of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached Exhibit A (the “Services”). The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and all Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

- (a) Term. The term of this Agreement shall begin on the Effective Date and continue for twenty-four (24) months (the “Initial Term”), and thereafter for

successive one (1) year renewal terms (each, a “Renewal Term,” and together with the Initial Term, the “Term”), until terminated pursuant to Section 2(b).

(b) Termination. This Agreement may be terminated by either party with or without cause, immediately upon thirty (30) days’ prior written notice to MuniReg. Either party may also terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. Finally, this Agreement will automatically terminate in the event that MuniReg’s authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination of this Agreement, MuniReg will cease performance of all Services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, 10 and 11 shall survive such termination and remain in effect, as well as any provision that ought reasonably be construed to survive such termination. Upon termination of this Agreement: (i) each party shall promptly (and within no more than ten (10) days) return to the other or destroy all data, materials, and other property of the other party then held by it (including all copies thereof, provided that MuniReg may keep a copy for its records); and (ii) MuniReg shall promptly (and within no more than ten (10) days) remit to the Client the portion of Registration Fees owed to the Client under the terms of Exhibit A (less any fees or other amounts payable to MuniReg under the terms of Exhibit A). In addition, for a period of six (6) months following the termination of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing similar Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. As compensation for the Services, MuniReg shall retain the amount per each collected Registration Fee as set forth in the attached Exhibit A. Except as specifically provided on Exhibit A, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached Exhibit A shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any. Taxes related to income based on the Services

provided, as well as taxes based upon MuniReg's net income, are excluded. If MuniReg is required to pay any such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty (30) days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

4. Independent Contractor Status.

MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

5. Representations and Warranties.

(a) MuniReg Warranties. MuniReg represents and warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (ii) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (iii) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Client Warranties. Client represents and warrants that: (i) it has the power and authority to pass the Resolution authorizing MuniReg to perform the Services and to enter into this Agreement; (ii) the execution of this Agreement by the person representing Client is sufficient to render the Agreement binding; and (iii) neither Client's performance hereunder nor the exercise by MuniReg of any rights granted to it hereunder will violate

any applicable laws or regulations, or the terms of any other agreement to which Client is a party.

6. Indemnification.

(a) Indemnification by MuniReg. MuniReg will defend, indemnify and hold harmless the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation, reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual infringement or any U.S. or foreign patents, trademarks or copyrights or for actual violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials; or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder.

(b) Indemnification by Client. Client will defend, indemnify and hold harmless MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any Damages arising from or relating to: (i) the negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; (ii) a material breach of Client's obligations, representations or warranties under this Agreement; (iii) a third party claim arising from or related to work performed by Client's prior service provider; or (iv) a third party claim arising from or related to: (A) the Registration Fees structure, (B) a challenge to the constitutionality of the Resolution, or (C) any other challenge relating to the electronic registry; provided, however, that the total aggregate liability of the Client to provide an indemnification under this Section 6(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000.00.

(c) Indemnification Procedure. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless MuniReg requires that it be notified of a proposed settlement and have the opportunity to provide prior written consent.

7. Client Obligations.

(a) In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.

(b) Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration

program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. MUNIREG'S LIABILITY SHALL IN ALL CASES BE LIMITED TO THE FEES ACTUALLY RECEIVED BY MUNIREG FOR SERVICES PERFORMED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE CLAIM FOR LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS CONTAINED HEREIN WILL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (II) A BREACH OF SECTION 9 (INTELLECTUAL PROPERTY), SECTION 10 (CONFIDENTIALITY) OR SECTION 12 (NON-SOLICITATION). Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose.

9. Intellectual Property.

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any Intellectual Property Rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 9(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will also include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 9(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a revocable royalty-free, non-exclusive, transferable right and

license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

10. Confidentiality.

(a) Generally. Subject to a Freedom of Information Act (“FOIA”) request, during the Term of this Agreement and beyond, each party (for purposes of this Section 10, the “Receiving Party”) will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 10, the “Disclosing Party”), any confidential information relating to such Disclosing Party’s business, including but not limited to trade secrets, information, data, know how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the “Confidential Information”). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party’s performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party’s performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 10) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the

Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) Compelled Disclosure. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) Client Information. All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Information for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to FOIA or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) Audit and Inspection Rights. MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary for the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1,000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection

cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

11. Insurance.

Throughout the Term of this Agreement, MuniReg shall maintain the following policies of insurance: (i) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Client's employees are located; and (ii) errors and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and noncontributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required general liability insurance coverage amounts of \$1 million per occurrence, \$2 million in the aggregate, which shall be freely available to Client upon request. The insurance required by this Section 11 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

12. Non-Solicitation.

Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 12 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

13. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject

matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or federal courts located in Cuyahoga County and each party hereto consents to the exclusive personal jurisdiction of such courts. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:
City of Long Beach
1 West Chester Street, Room 402
Long Beach, New York 11561
Email: Corp@longbeachny.gov
Attention: Corporation Counsel

To MuniReg:
MuniRegLLC
27900 Chagrin Blvd.
Ste. 225
Woodmere, OH 44122
E-mail: mhalpern@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 13(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the postmark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, epidemic or pandemic, or other cause not the fault of the affected party (each, a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not

export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchase, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploiting additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached Exhibit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

"Client"

By:

Print Name: Ronald J. Walsh, Jr.
Title: Acting City Manager

"Contractor"

MUNIREG LLC

By:

Michael Halpern
President

EXHIBIT A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.

2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.

3. MuniReg will pay for all expenses related to registration of required Properties.

4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.

5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.

6. MuniReg shall retain \$50 of each collected Registration/Renewal Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) in quarterly payments during the Term of this Agreement.

7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.

8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance in order to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.

9. MuniReg shall not have any responsibility or obligation to attempt to collect outstanding receivables owed to Client from a prior service provider who performed similar services.

September 26, 2023

Item No. 8
Resolution No. 179/23

The following Resolution was moved by Ms. Treston
and seconded by Pres. Bendo :

Resolution Authorizing the Acting City Manager to Enter into an
Agreement for the Management of the Mortgage-in-Default Registry.

WHEREAS, pursuant to Ordinance No. 3024/18, duly adopted on September 4, 2018, the City Council amended the City's Code of Ordinances to establish a defaulted mortgage registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties subject to a mortgage or properties subject to mortgages which are in default; and

WHEREAS, the City has solicited quotes from multiple vendors providing a professional service in compliance with the City's Procurement Policy, for mortgage-in-default registry services; and

WHEREAS, MuniReg, LLC, 27900 Chagrin Boulevard, Suite 225, Woodmere, Ohio 44122-4459, was determined to have submitted the proposal that best meets the City's needs;

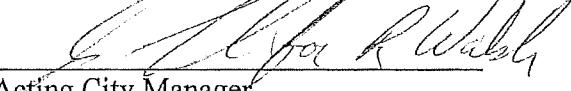
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the Acting City Manager be and he hereby is authorized to enter into an agreement for mortgage-in-default registry services with MuniReg, LLC, 27900 Chagrin Boulevard, Suite 225, Woodmere, Ohio 44122-4459, who shall retain \$50 for their fee, of each collected annual registration fee of \$75, for a period of two years, with an option for the City Manager to renew for additional terms of one year each with City Council approval.

APPROVED:


City Purchasing Agent-Rosemary Alton

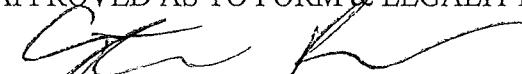
APPROVED AS TO ADMINISTRATION:


Acting City Manager

APPROVED AS TO FUNDS:


City Comptroller-Inna Reznik

APPROVED AS TO FORM & LEGALITY:


Assistant Corporation Counsel-Steven Pambianchi

VOTING:

Council Member Posterli	-	AYE
Council Member Lester	-	AYE
Council Member McInnis	-	ABSENT
Vice President Treston	-	AYE
President Bendo	-	AYE



Jaime Roman
City Of Long Beach
Information Technology Department
1 West Chester Street
Long Beach, NY 11561
(516) 705-7247 • Fax: (516) 431-1027
E-Mail : jroman@longbeachny.gov

May 12, 2025

TO: Corporation Counsel

RE: Tyler Technologies Enterprise Assessment and Tax SaaS Maintenance

We are requesting a resolution for the annual maintenance of Enterprise Assessment and Tax SaaS year 2. The maintenance renewal schedule is as follows:

Year 2 Subscription Fee	\$ 32,550	1	\$ 32,550
Year 3 Subscription Fee	\$ 34,178	1	\$ 34,178
Year 4 Subscription Fee	\$ 35,886	1	\$ 35,886
Year 5 Subscription Fee	\$ 37,681	1	\$ 37,681
TOTAL	\$ 140,295		\$ 140,295

This renewal was included in my budget. The amount of \$32,550.00 will be debited from A1680-54445 – Maintenance Contracts.

Please feel free to contact me if further information is needed.

January 3, 2023

Item No. 5
Resolution No. 3/23

The following Resolution was moved by Pres. McInnis
and seconded by Ms. Treston :

Resolution Amending the City's Capital
Program for Fiscal Years 2022/23 through 2026/27.

WHEREAS, the Office of the Tax Assessor currently utilizes assessment software, many facets of which are becoming outdated and obsolete; and

WHEREAS, the City wishes to upgrade its tax assessment system to better suit the needs of the Tax Assessor's department; and

WHEREAS, the City intends on contracting with Tyler Technologies, 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler"), a professional service provider offering an assessment system known as Enterprise Assessment and Tax; and

WHEREAS, this solution is provided by the same vendor utilized by the City for its Enterprise Resource Planning ("ERP") a/k/a MUNIS system and seamlessly integrates with same; and

WHEREAS, Tyler has provided the City with a quote of \$121,000.00 for the above-referenced software solution; and

WHEREAS, in implementing this system, the Office of the Tax Assessor estimates approximately \$25,000.00 in additional purchases with Tyler (e.g., software solution which enables integration/communication between desktop software and mobile devices utilized in the field) for which proposals/quotes have not yet been received; and

WHEREAS, the City of Long Beach Capital Program for fiscal years 2022/23-2026/27 must be amended to include this proposed capital purchase of professional services;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City of Long Beach Capital Program for fiscal year 2022/23-2026/27 shall be amended to conform with the above proposed capital purchase.

January 3, 2023

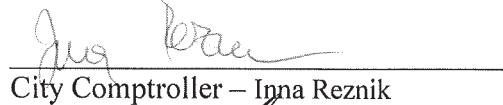
Page 2
Item No. 5
Resolution No. 3 / 23

APPROVED:



Acting City Manager – Richard Berrios

APPROVED AS TO FUNDS:


City Comptroller – Inna Reznik

APPROVED AS TO FORM & LEGALITY:


Corporation Counsel-Richard Berrios

VOTING:

Council Member Posterli	-	AYE
Council Member Lester	-	NO
Council Member Bendo	-	AYE
Vice President Treston	-	AYE
President McInnis	-	AYE



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 Long Beach, New York.
- “**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.
- “**Developer**” means a third party who owns the intellectual property rights to Third Party Software.
- “**Documentation**” means, as applicable, 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 you 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, extreme inflation (eight percent or greater per year), 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.



- “**Project Initiation Date**” means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.
- “**SaaS Fees**” means the fees for the SaaS Services identified in the Investment Summary.
- “**SaaS Services**” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “**SLA**” means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- “**Statement of Work**” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit D](#).
- “**Support Call Process**” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party SaaS Services**” means software as a service provided by a third party, if any, identified in the Investment Summary.
- “**Third Party 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 Software, as applicable and attached as [Exhibit E](#).
- “**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. 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 amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership**.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions**. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty**. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
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 and described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. 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 travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

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 your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 five (5) years, commencing on the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for two additional one (1) year renewal terms at our then-current SaaS Fees, except that the increase in SaaS Fees for years 6 and 7 shall be capped at an increase of five percent (5%) over the prior year. Thereafter, 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.
 - 2.5 **Mutual Agreement.** The parties may terminate this Agreement at any time upon mutual written agreement signed by both parties.

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 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. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance within thirty (30) days of the Effective Date.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at our then-current list price, 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, unless otherwise agreed upon by the parties in writing.



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 you 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.

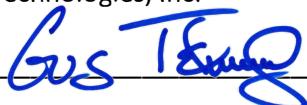
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Schedule 1: Business Travel Policy
Exhibit D	Service Level Agreement
	Schedule 1: Support Call Process
	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____



Name: _____

Title: _____

Date: _____

Address for Notices:

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

City of Long Beach, NY

By: _____



Name: _____

Title: _____

Date: _____

Address for Notices:

City of Long Beach
1 W Chester Street, Room 402
Long Beach, NY 11561-2016
Attention: Corporation Counsel



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. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of a conflict between a comment in the sales quotation below, and the terms of this Agreement, the terms of the Agreement shall control.

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Quoted By:
Quote Expiration:
Quote Name:

Gio Giordano
4/18/23

Sales Quotation For:

City of Long Beach
1 W Chester St
Long Beach NY 11561-2016
Phone: +1 (516) 431-1002

Tyler SaaS

Description	Annual SaaS Fee	Term	Total Annual SaaS Fee
Property & Recording			
Enterprise Assessment & Tax			
Enterprise Assessment Standard	\$ 26,356	1	\$ 26,356
Inquiry & Appeals Tracking	\$ 3,095	1	\$ 3,095
Tax Extension	\$ 1,549	1	\$ 1,549
TOTAL		\$ 31,000	\$ 31,000

Services

Description	Fees
Property & Recording	
Project Management	\$ 6,250
Install & DBA	\$ 2,500
Assess & Define	\$ 10,000
Build & Verify	\$ 18,750
Testing	\$ 10,000
Training	\$ 5,000
Go Live	\$ 10,000
Post Live Support	\$ 15,000
Conversion	\$ 12,500
TOTAL	\$ 90,000

Summary

	One Time Fees	Recurring Fees
Total Annual / SaaS (Yearly)	\$ 0	\$ 31,000
Total Tyler Services	\$ 90,000	\$ 0
Summary Total (Entire Term)	\$ 90,000	\$ 31,000
Contract Total	\$ 121,000	

Optional Tyler SaaS

Description	Annual SaaS Fee	Term	Total Annual SaaS Fees
Property & Recording			
Enterprise Assessment & Tax			

Year 2 Subscription Fee	\$ 32,550	1	\$ 32,550
Year 3 Subscription Fee	\$ 34,178	1	\$ 34,178
Year 4 Subscription Fee	\$ 35,886	1	\$ 35,886
Year 5 Subscription Fee	\$ 37,681	1	\$ 37,681
TOTAL	\$ 140,295		\$ 140,295

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Tyler has included 10 days of Training within the scope of this agreement. Note: If two (2) Implementation resources are conducting training at the same time on different topics, then this equals two (2) days.

Tyler Project Team will support production activities prior to full transition to Tyler Support for 60 concurrent calendar days.

Unless Client acquires Tyler Content Manager Enterprise Edition, use of Tyler Content Manager is limited to its use with iasWorld (Enterprise Assessment & Tax).

The SaaS Fees include up to 2.5 TB of Data Storage Capacity.

The Year 2 SaaS Fees include one User Group registration to Tyler Connect 2024.



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, this Agreement will renew automatically for two additional one (1) year renewal terms at our then-current SaaS Fees, except that the increase in SaaS Fees for years 6 and 7 shall be capped at an increase of five percent (5%) over the prior year. Thereafter, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device is included in the SaaS Fees and will be invoiced as set forth above in Section 1.

 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.

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

 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is included in the cost of the Third Party Software License Fees. Future year's Third Party Software Maintenance fees will be invoiced annually in advance on each anniversary of the Project Initiation Date.

 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

 - 3.4 *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.

3.5 Third Party SaaS: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. **Expenses.** The 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 at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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





**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

II. Definitions.

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

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

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

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

Emergency Maintenance 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 quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

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

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

IV. Maintenance Notifications

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

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



Exhibit 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

Statement of Work

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

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Long Beach NY

SOW from Tyler Technologies, Inc.

2/14/2023

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

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

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



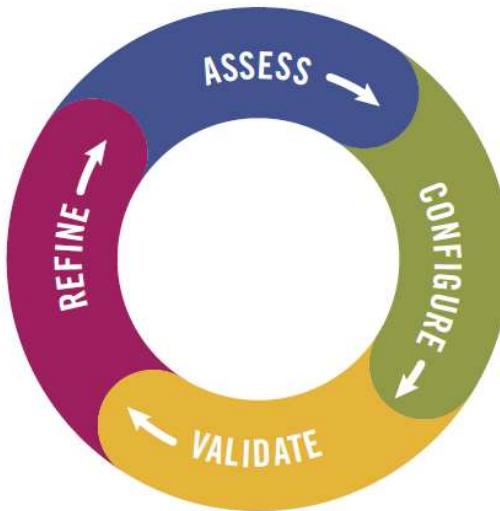
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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



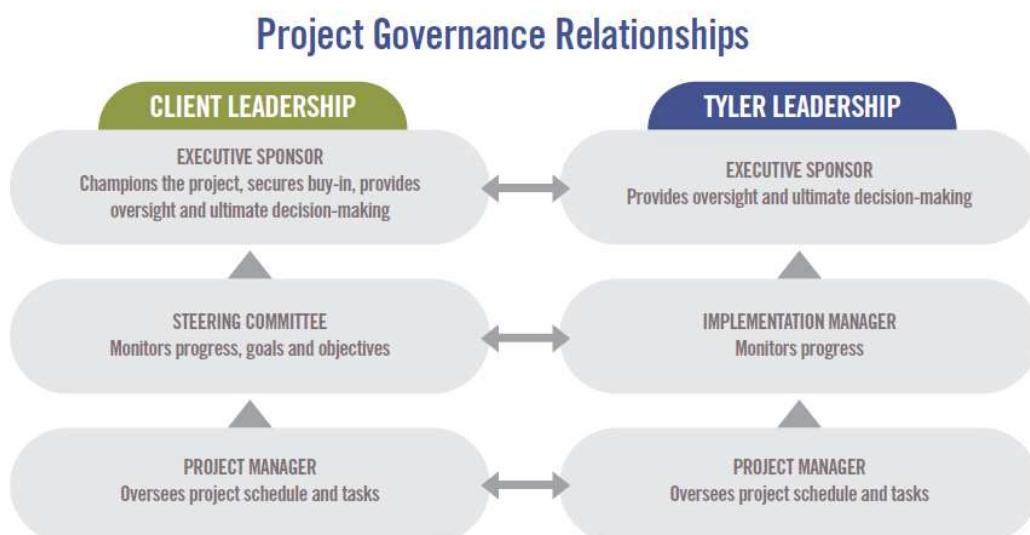
Part 2: Project Foundation

2. Project Governance

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

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

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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

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



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

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

Change Request Process

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / DETERMINES OUT OF SCOPE	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST If Tyler Agrees with Request, Estimate provided to client, otherwise reason for denial provided	CLIENT AUTHORIZES OR DECLINES THE CHANGE	SCHEDULE ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY Including addition of new tasks that result from the change



4. Acceptance Process

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

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

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

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

- The Long Beach shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Long Beach does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Long Beach does not agree the Deliverable or Control Point meets requirements, the Long Beach shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Long Beach shall then have (a) two (2) business days from receipt of the redelivered Deliverable or Control Point to acknowledge that receipt and (b) five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Long Beach does not provide acceptance within that five (5) business day period, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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



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

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).



- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Long Beach.
- Loads Long Beach provided GIS data into the system.

5.2 Long Beach Roles & Responsibilities

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

5.2.1 Long Beach Executive Sponsor

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

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

5.2.2 Long Beach Steering Committee

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

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



- Needs of other client projects

5.2.3 Long Beach Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

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

5.2.3.4 Resource Management

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



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

5.2.4 Long Beach Functional Leads

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

5.2.5 Long Beach Power Users

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



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

5.2.6 Long Beach End Users

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

5.2.7 Long Beach Technical Lead

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

5.2.7.1 Long Beach GIS

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

5.2.7.2 Long Beach Upgrade Coordination

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



- Coordinates software upgrade plan activities with Long Beach and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Long Beach Change Management Lead

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



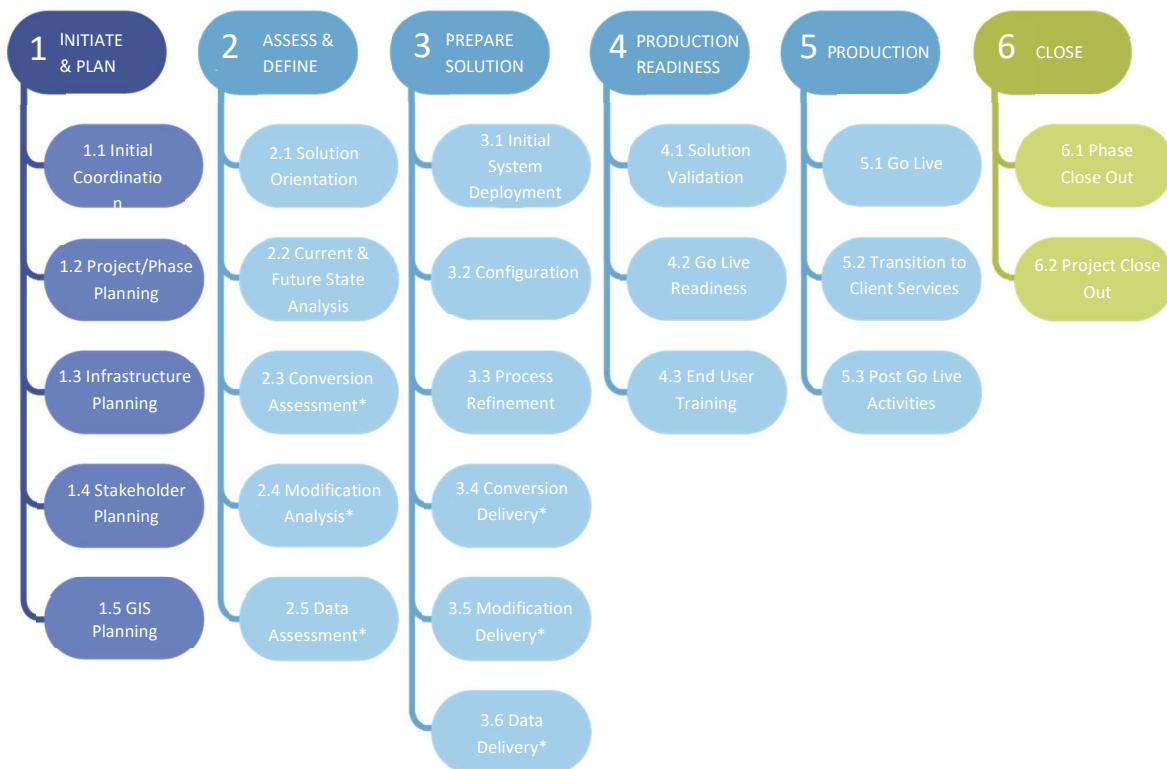
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

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



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

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

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

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

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



Schedule and conduct planning session(s)		A	R							I		C	C	I				
Develop Project Management Plan		A	R							I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I			I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Long Beach to install License Software. The Long Beach is responsible for the installation and setup of all peripheral devices.

Objectives:

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

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



Provide Infrastructure Requirements and Design Document		A	R		C		C			I									I
Initial Infrastructure Meeting		A	R		C		C			C									C
*Schedule SaaS Environment Availability		A	R					C			I								
*Schedule Hardware to be Available for Installation			I					I		A		R							C
Schedule Installation of All Licensed Software		A	R					C			I								I
Infrastructure Audit		A	R					C			I								C

*if applicable, please review the contract/investment summary for details

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

6.1.4 Stakeholder Meeting

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

Objectives:

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

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



Review Stakeholder Meeting Presentation	I	C						A	R	C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I			I	I	C	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 GIS Preparation

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

Objectives:

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

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



Inputs	GIS Requirements Document	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

Production Ready Map Data

Meets Tyler GIS Requirements.

Work package assumptions:

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

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Long Beach
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Long Beach team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Long Beach team will gain a better understanding of



the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

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

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

6.2.2 Current & Future State Analysis

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

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

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

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



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

STAGE 2		Current & Future State Analysis																
		Tyler							Long Beach									
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	-			C	C	C	C	C			C	
Discuss future-state options			A	R	C	C	C			C	C	C	C				C	
Make future-state decisions (non-COTS)		C	C	C	C	C				A	R	I	C				C	
Document anticipated configuration options required to support future state		A	R	C	C	C				I	I	I	I				I	

Inputs	Long Beach current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

6.2.3 Conversion Assessment

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



Objectives:

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

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

Inputs	Long Beach Source data
	Long Beach Source data Documentation (if available)

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

Work package assumptions:

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

6.2.4 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client's business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no



viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) to meet certain Long Beach business needs, including interfaces with 3rd party products, custom reports, or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it's determined that additional, out of scope modifications are necessary to meet Long Beach needs, a Change Request is needed, and additional cost estimate(s) will be provided by Tyler. **The base NY system will be leveraged for this implementation. No custom modifications are included in scope.**

Objectives:

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

STAGE 2		Modifications analysis																
		Tyler							Long Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project [where applicable]		A	R			I				I	C							
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C				
Review/Approve Business Requirements documents			C	C		C				A		R	C		C			
Refine project schedule based on included modifications		A	R		I	C					C							

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Long Beach's business needs



Change Requests for out-of-scope modifications	Meets Long Beach's business needs
Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – The Long Beach is responsible for coordinating with the 3rd party.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Long Beach



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

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Long Beach Devices (if applicable)		Software is accessible
Installation Checklist/System Document		System meets prescribed checklist
Infrastructure Design Document (C&J – If Applicable)		

Work package assumptions:

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

6.3.2 Configuration

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

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



Objectives:

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

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

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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



Objectives:

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	



Completed Long Beach-specific process documentation (completed by Long Beach)

Work package assumptions:

- None

6.3.4 Conversion Delivery

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

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



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Long Beach



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

Inputs			
	Data Conversion Plan		
	Configuration		

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

Work package assumptions:

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

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested



to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

STAGE 3		Modifications Delivery																
		Tyler						Long Beach										
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I							
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C				
Modify Solution Validation Plan (if applicable)			C	C							A	R		C				
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I	
Test delivered modifications			I	C		C					A	R		C			I	
Update configuration (if applicable)			A	R														
Update process documentation as needed			I	I							A	R		C				
Approve modifications for Production delivery			I	I							A	R		C				
Deliver modifications to Production			A	I	I	R	C				I	I		I			I	
Inputs		Modification specification																



Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Completed modifications	Long Beach approves modification per scope
Updated Modification Specification (if applicable)	
Updated Solution Validation Plan	
Updated process documentation (if applicable)	
Revised configuration (if applicable)	Modification passes testing/approved by Long Beach after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.
- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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



6.4.1 Solution Validation

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

Objectives:

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

STAGE 4		Solution Validation																
		Tyler							Long Beach									
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed																		
Update Solution Validation plan				A	R	C						C	C		C			
Update test scripts (as applicable)				C	C	C						A	R		C			
Perform testing				C	C	C						A	R		C			
Document issues from testing				C	C	C						A	R		C			
Perform required follow-up on issues				A	R	C						C	C		C			

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

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

Work package assumptions:

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

6.4.2 Go-Live Readiness

Tyler and the Long Beach will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Long Beach has considered its ability to successfully Go-



Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Long Beach will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

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

STAGE 4		Go-Live Readiness																
		Tyler							Long Beach									
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		I	A	R	C	C	I	C	I	I	I	I	I	I	I	I	I	
Perform Readiness Assessment		A	R	C							C	C	C	C	C	C	C	
Conduct Go-Live planning session			I							A	R						C	
Order peripheral hardware (if applicable)		A	R	I	I	I	I	I		C	C	I	I	I	I	I	I	
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I	I		C	C	I	I	I	I	I	C	
Develop Go-Live checklist		A	R	C	C					C	C	I	C				C	
Final system infrastructure review (where applicable)			A					R		C							C	

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None



6.4.3 End User Training

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

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

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Long Beach specific business process documentation. Long Beach-led training labs using Long Beach specific business process documentation if created by the Long Beach can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

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

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

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

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

Work package assumptions:

- The Long Beach project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.



- Tyler will work with the Long Beach as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Long Beach departments.
- The Long Beach will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Long Beach will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live.

Following go-live, Tyler will work with the Long Beach to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

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

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

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

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

Objectives:

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



STAGE 5		Go-Live																
		Tyler						Long Beach										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C					A						R		
Final source data pushed into production environment, if applicable			A	C	R					I	C		C			C		
Proof final converted data, if applicable			C	C	C					A	R		C					
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C		I		C	C	I	C		I	C		

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

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

Work package assumptions:

- The Long Beach will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Long Beach business processes required for Go-Live are fully documented and tested.
- The Long Beach Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Long Beach Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Long Beach teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.



6.5.2 Transition to Client Services

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

Objectives:

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

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

Inputs	Open item/issues List
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Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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

Objectives:



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

STAGE 5	Post Go-Live Activities																
	Tyler							Long Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live	A	R	C	C	C	C	I			C	C	I	C			C	
Determine resolution plan in preparation for phase or project close out	A	R	C	C	C		I			C	C	I	C				

Inputs	List of post Go-Live activities
Outputs / Deliverables	<p>Acceptance Criteria [only] for Deliverables</p> <p>Updated issues log</p>

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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



6.6 Close

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

6.6.1 Phase Closeout

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

Objectives:

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

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

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

Inputs	Contract
	Statement of Work
	Project artifacts



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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables



Post Project Report	Long Beach acceptance; Completed report indicating all project Deliverables and milestones have been completed
---------------------	--

Work package assumptions:

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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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



- The Long Beach is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Long Beach is responsible for managing Organizational Change.

Impacted Long Beach resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Long Beach resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

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

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Long Beach is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Long Beach representatives to identify business rules before writing the conversion. The Long Beach must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The Long Beach will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Long Beach Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Long Beach is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

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



8. Glossary

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



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



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



Part 4: Appendices

9. Conversion

9.1.1 Appraisal Standard Conversion

- Only one legacy source (PAS) application is considered in scope for conversion for this implementation.
- All years from PAS will be converted. If prior year data did not use the same fields as the current year data, the client is responsible for data clean up to match the current year usage.
- Property Information: property identifiers, situs address, legal description, taxing units, neighborhood, property flags, property comments
- Party Information (i.e. owners, lenders, agents, builders, etc.): party identifiers, party name, additional names, mailing addresses, phone numbers, email addresses
- Property Types: residential, land, commercial, personal, mobile home
Property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files
- Property level valuation results (summary)/assessments/exemptions
- Sketch vectors
- Sales/Transfers: party, ownership percentage, sale date, deed date, sale price, sale type, validity, book, page, instrument number, instrument type, additional properties, price confirmations, price adjustments, secure, custom fields
- Permits: permit number, type, status, amount, builders/contractors, issue date, limit date, agency, percent complete, comment, custom fields
- Appeals: level, year, date, status, case number, appellant info, scheduling info, results, custom fields
- System User Info: user IDs, names, rights/roles
- Notes
- Special District



10. Additional Appendices

10.1 Field Mobile Project

The atENT Field Mobile solution is a tablet application designed for field data collection by property appraisers. The solution takes full advantage of Windows 10 Pro to give responsive touch, pinch, stretch and swipe navigation on a rich interface built specifically for field work. With Field Mobile, appraisers can:

- Download and upload property details from atENT's Activity Center for tasks that have been assigned to them.
- Capture all property characteristics and data elements required for the appraisal process.
- Take photos with the tablet and upload directly into the photo management system within atENT.
- Sync lists of values and other key elements automatically with atENT's Maintain configuration
- Operate offline when connectivity is questionable or where policies may prevent such connections. When connectivity is available, appraisers can download and upload tasks, as needed.
- Use interactive maps to view the location of assigned tasks and reference surrounding properties in a single spatial view, with access to additional layers like aerial photography and satellite imagery (where GIS data provided by the client).
- Capture new sketch features and edit sketch vectors using atENT's iSketch or Apex sketch.

10.1.1 Field Mobile Implementation Activities

Outlined below are the implementation activities to be performed by Tyler analysts for the deployment Field mobile on client supplied tablet computers:

- Install base Field Mobile configuration files on the client's test atENT site.
- Train client on Field Mobile installation including obtaining the Field Mobile application from the Microsoft Windows Store and syncing Field Mobile configuration from the atENT site.
- Gather requirements for the configuration adjustments to the base Field Mobile configuration described in section 4 below. The type of configuration adjustments that are in scope are:
 - Relabeling fields
 - Removing fields
 - Adding up to 20 fields total within existing sub sections
 - Reordering items
 - Altering the read only, mandatory, or edit status of fields
- Configure the Field Mobile data interface based on the collected user interface adjustment requirements.
- Configure client supplied GIS data files on the tablet and in Field Mobile.
- Configure photo download and capture in Field Mobile
- Configure sketch editing and capture in Field mobile.
- Interface Field Mobile with atENT's the Activity Center Property Review Workflow to facilitate downloading assigned tasks with parcel data and uploading collected parcel data changes. The Property Review Workflow is described in section 5.1.
- Provide tester training.
- Assist the client with testing cycles
- Refine the Field Mobile user interface configuration based on testing feedback
- End User web training delivered in online GoToMeeting sessions.
- Implementation and configuration of the Activity Center Property Review Workflow
- Activity Center user training



IMPORTANT: The implementation of Activity Center is a prerequisite for the implementation of Field Mobile. The full scope of Field Mobile implementation activities also includes the Activity Center implementation activities if Activity Center has not been previously implemented.

10.1.2 Client Responsibilities

Outlined below are the items and activities that the client is required to provision for Field Mobile implementation projects:

- The client is responsible for sourcing and acquiring tablet computer devices meeting specifications described in the Field Mobile for Windows Store Install and Setup Guide document. At least one device must be available at project kick off should be made available on the client's network to facilitate efficient configuration activities. The client should acquire a docking station to facilitate tablet setup activities. As well, the client should install VPN software such as AnyConnect on the tablet.
- The client must have a Windows Store account in order to download the Field Mobile application from the Microsoft Windows Store.
- A single point of contact for project communication.
- GIS data files as described in Field Mobile for Windows Store Install and Setup Guide as well as X,Y coordinate file for parcel centroids.
- Testing of the field mobile user interface and providing feedback in a timely manner to keep the project on schedule.
- One or two subject matter expert appraisers that will conduct full cycle field trials and provide training to other appraisers in the organization.
- A fully completed and configured MultiUse or equivalent Maintain transaction(s).

10.1.3 Base Field Mobile Configuration

Outlined in the table below are the typical data panels provided in a base Field Mobile installation. Note that some fields will be read only (such as assessed values).

Section	Sub Section	Items
Parcel Information	Location	NBHD routing LUC Class Calculated Acres Acres Living Units Topo 1 Topo 2 Utility Fronting Traffic Road Note 1 Note 2
	Change Reason	Change Reason Review Date Reviewed by
	Assessed Values	Appraised Building



		Appraised Land Appraised Total Assessed Building Assessed Land Assessed Total
	Legal Description	Tax district Deeded Acres Subdivision Notes
	Entrance	Date Entrance Code Info code Reviewer ID
	Sales	Sale Date Price Sale Type Sale Source Sale Key Grantor Grantee Book Page Transfer # Recorded Instrument Adjusted Amount Adjusted Price Adjust Rsn Total Asmt Sale Validity Market Validity Note 1 Note 2 Note 3
	Permits	Permit # Type Permit Date Cert Date Withdrawn Date Notes Status
	Land	Line # Value Land Code Unit of Value sq Ft Acres Units Frontage Actual Frontage Eff Depth Eff Depth Table Depth Factor



		Ovr Size Ovr Rate Ovr Incr Tbl Size Tbl Rate Tbl Incr Tbl Decr % Exempt Influence 1 Influence 2 Influence % NBHD Factor Notes
	Assessor Notes	Comment # Comment Code Comment
Residential	Exterior	Stories Construction Physical condition Int vs Ext
	Miscellaneous	Grade CDU % Complete Class
	Interior	Year Built Year remodeled total Rooms Bedrooms Family Rooms Full Baths Half Baths Additional Fixtures Total Fixtures Kitchen Remodeled Basement Heating Heat Fuel Heat System Attic SF Living Area Unfinished Area Rec Room Area Fin Bsmt Area WB Openings PF Fireplace Basmt #Cars



	Areas	Card # Line # Value RCNLD Vector / Sketch Area Lower floor first Floor Second floor Third floor Year Built Depr
Commercial	Commercial Building	Structure code Grade Year Built Effective Year Building Name # Buildings Stories Wall Height Clear Wall Height % Complete Size Primary Area Section Area Office Area RCN RCNLD
	Interior/Exterior	Card # Line # RCNLD Base RCN RCNLD \$/SF Other Features Vector Use Type Wall Height Frame Exterior Wall Physical condition Function % Good Level From Level To Interior finish Interior Wall Plumbing Lighting Heat Air Year Built



		Year Effective % Complete Area Total Floor Area Perimeter
	Features	Line # Int/Ext Line Structure Code Identical Units Length Width Elevator Stops Price Vector
	Apartment	Card # line # Use type Use Group Per Building Units Bed Rooms Full Baths Half Baths Other Rent Income
Agricultural Land	Agricultural Land	Line # Soil Value Cama Value Soil type Use Type Acres Override Code
Out Buildings	OBY	Card # Line # Vector / Sketch Code Year Built Year Effective Year Remodeled Grade Units Mod Code Width Length Area Condition Function RCN RCNL Rate Rate Override % Complete % Good



		Depr Functional Depr Economic Depr
Photos		Capture Date Category Card Title Notes
Map	N/A	N/A
Sketch		Residential Areas Interior Exterior Features OBY

10.1.4 Activity Center – Property Review Workflow

10.1.4.1 Property Review Workflow

The property review workflow is primarily applied to business processes involving the review of parcel characteristics to determine increases or decreases in property value. Such events include property reviews relating to:

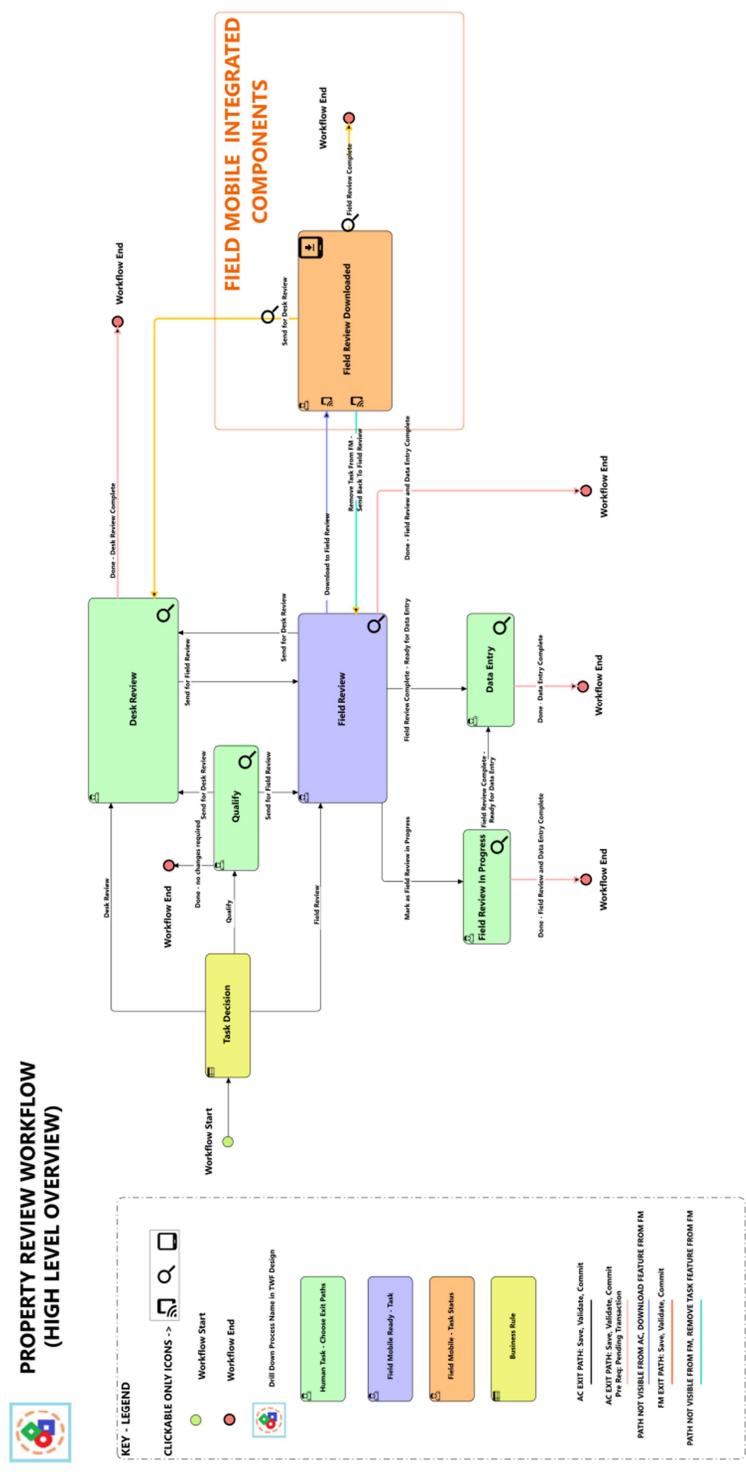
- Permits
- Sales Verification
- Appeals
- Reassessments

The Property Review Workflow is a prerequisite for Field Mobile and must be implemented anytime Field Mobile is implemented. As well the Property Review workflow supports a paper-based process not requiring Field Mobile.

The Property Review Workflow is diagrammed in Figure 1 on the following page.



Figure 1:



10.2 Tyler Content Manager (TCM) Project

10.2.1 Implementation Activities

Tyler and client to work in a collaborative effort to implement the Tyler Content Manager solution within the Enterprise Assessment and Tax solution. Included within the Enterprise Assessment and Tax Solution is:

- Installation of TCM and integration with Enterprise Assessment and Tax system.
- Installation of existing Enterprise Assessment and Tax document library.
- Security configuration for the existing document types.
- Client to provide an index file for conversion of photos.
- Convert Street photos into the Photo document type.
- Conduct walk through sessions of the Tyler Content Manager configuration.
- Tyler to conduct train-the-trainer user training on Tyler Content Manager.
- Tyler to conduct Tyler Content Manager administration training to client technical staff.
- Data storage limit of 12 TB

The following table quantifies the maximum elements to be included for Tyler Content Manager.

Note: Exceeding the maximums is supported in the Tyler Content Manager application; however, a change order may be required for additional implementation services.

The following additional configurations will also be accommodated if needed:

- Integrating TCM with Public Access
- Converting any existing Smartfile filings that publish documents to publish to TCM
- Converting existing Tyler Field Mobile application to integrate with TCM
- New categories to existing document types (limited to 25 total additional categories)

10.2.2 Not in Scope

The following items, which are supported in the Tyler Content Manager framework but not included in standard service delivery, are not in scope but can be implemented under change orders:

- Document types not currently in the Enterprise Assessment and Tax library
- Existing data file conversions. The client will still need to prepare and supply index files for each conversion set.
- Additional Categories in excess of 25
- Storage in excess of 12 TB





KATHY HOCHUL
Governor

Homes and Community Renewal

RUTHANNE VISNAUSKAS
Commissioner/CEO

May 20, 2025

Inna Reznik
City Comptroller
City of Long Beach
City Hall Room 503
1 Westchester Street
Long Beach, NY 11561

Ref: NYS FY 2024/25 ETPA Administrative Fee Bill
City of Long Beach

Dear Ms. Reznik,

The Emergency Tenant Protection Act of 1974 (ETPA) directs that each city, town or village that participates in the system of rent regulation share the costs of administering the system, pursuant to the provisions of Section 8 of the ETPA.

NYS Homes and Community Renewal (HCR) has determined the amount of all administrative costs incurred, and hereby certifies that your municipality's proportionate share of such annual costs is **\$8,260** for the NYS FY 24/25 billing. This certification is based on the most current information on record with the agency. This information has been set forth on the enclosed building list attachment. The NYS FY 24/25 ETPA administrative fee for your municipality is for the **413** regulated apartments which were identified in **24** buildings.

For each building listed, the ETPA administrative fee was established by:

- a) Determining the total apartment count in the building subject to the ETPA Regulations.
- b) Multiplying the ETPA unit count by the standard rate of \$20.00 per unit to arrive at the fee listed for each building.

Please note that in cooperative apartment buildings, units occupied by the owner of the apartment, or exempted by Local Resolution or by the Rent Regulation Reform Act of 1997 are exempt from paying the administrative fee.

Please review the enclosed list carefully as it is the basis for the amount billed and should agree with your municipality's records. Any disagreement in the amount billed must be submitted by e-mail to the unit's e-mail address at etpa@hcr.ny.gov within sixty (60) days of receipt of this invoice. Disagreements must be specific and substantiated by documentation from official municipal records (photocopies only). On a building-by-building basis, list all address and unit count discrepancies. Be sure to attach supporting documentation for each discrepancy noted. If you cannot e-mail the request, any written disagreements are to be mailed to:

NYS HCR
Office of Rent Administration
Research & Analysis Unit
92-31 Union Hall Street
Jamaica, New York 11433

Unless a request to reconcile claimed discrepancies is submitted within sixty (60) days, this invoice will be considered valid and final. Payment is due within ninety (90) days of receipt of this letter. Failure to pay within this time period may result in the withholding by the State of capital assistance, as provided by law.

Also, all questions concerning this fee bill should be sent to etpa@hcr.ny.gov. Finally, please remit the sum of **\$8,260** by check payable to NYS HCR. All payments are to be mailed to the following address:

NYS HCR
PO Box 1399
Albany, New York 12201
Attn: NYS FY 24/25 ETPA Fee Coordinator

Sincerely,

Guy I. Alba
Assistant Commissioner

Enclosure:
2024 Property Listing

FY 2024 / 2025**ETPA BILLING**

MUNICIPALITY:			LONG BEACH		
BLDG ID(S)	TYPE	BUILDING NAME	ADDRESS	UNITS	CHARGE
628115	COOP		1 EAST BROADWAY	1	\$20
628341	COOP		370 WEST BROADWAY	2	\$40
628238	COOP		410 EAST BROADWAY	1	\$20
628004	RENT		25 FRANKLIN BLVD	37	\$740
628182	RENT	EXECUTIVE TOWERS AT LIDO	854 - 860 EAST BROADWAY	62	\$1,240
628499	COOP		25 WEST BROADWAY	1	\$20
628112	RENT	KENNEDY HOUSE	10 MONROE BLVD	44	\$880
628070	COOP		700 SHORE RD	1	\$20
628181	RENT		630 SHORE RD	36	\$720
628374	COOP		522 SHORE RD	5	\$100
628134	COOP		210 EAST BROADWAY	1	\$20
628384	COOP		333 EAST BROADWAY	1	\$20
628217	628213	RENT	215 EAST BROADWAY	57	\$1,140
628015		COOP	740 EAST BROADWAY	6	\$120
628404	COOP		855 EAST BROADWAY	2	\$40
628110	RENT		210 SHORE RD	53	\$1,060
628452	RENT		270 SHORE RD	2	\$40
628068	COOP		420 SHORE RD	2	\$40
628439	COOP		600 SHORE RD	2	\$40
628120	COOP		711 SHORE RD	5	\$100
628189	COOP		750 SHORE RD	4	\$80
628343	COOP		840 SHORE RD	5	\$100
628381	RENT		465 SHORE RD	56	\$1,120
628412	RENT		65 LINCOLN BLVD	27	\$540

24 BUILDINGS**413 \$8,260**

Cover Page - Request for Quote

TO BE COMPLETED BY AUTHORIZED USER

RFQ Title	Replacement Computers, Monitors & Cables	RFQ Number	122
Authorized User Information:		Authorized User Delivery Information	
City of Long Beach 1 West Chester Street X Long Beach, NY 11561		City of Long Beach -Information Technology 1 West Chester Street Long Beach, NY 11561	

Special Delivery Instructions: All deliveries F.O.B. City of Long Beach and include delivery within doors

DESIGNATED CONTACTS

Name(s)	E-Mail(s)
Rosemary Alton, Purchasing Agent	ralton@longbeachny.gov; purchasing@longbeachny.gov

Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: Yes No
Executive State agencies and certain other entities are required to comply with Procurement Lobbying Law which requires the inclusion of a Restricted Period in procurements. If an Authorized User is not certain whether or not they are required to include a Restricted Period, please use the below link for additional information resources. Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts.

Information may be accessed at: Procurement Lobbying:
<https://ogs.ny.gov/acpl>

KEY EVENTS/ DATES

The Authorized User named above is seeking competitive Quotes from the Contractors (where applicable) of Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s). This RFQ is for Products from the following checked Lot(s) as defined in Award # 22876 – Information Technology Umbrella Contract – Distributor Based Software and Hardware (Statewide):

Lot 1 – Software Lot 2 – Hardware

Event	Date	Time
RFQ Release Date	May 15, 2025	N/A
Vendor Response Due Date	May 28, 2025	12 noon EST

E-RATE ELIGIBLE: Yes (E-Rate Discounts are Required) No

ATTACHMENTS

- Attachment #1 - Financial Template (Excel)
- Attachment #2 – General Terms & Conditions

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s) and any additional terms and conditions set forth in this RFQ and its Attachments.

Contractors should be aware of "click through", "shrink wrap" or other pass-through terms and conditions that will be imposed by the Product Manufacturer and if present, are encouraged to provide them to the Authorized User in their response to this RFQ.

The Authorized User reserves the right to require the Contractor to supply a copy of the quote the Contractor received from the Manufacturer or Reseller for any Products included in this RFQ.

A. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to all Contractors to acquire the following:

Replacement Computers, Monitors & Cables]

B. AUTHORIZED USER TERMS AND CONDITIONS

See Attachment #2

C. AUTHORIZED USER INFORMAL DISPUTE RESOLUTION PROCESS

Should a protest be submitted by a Contractor regarding this RFQ, the protest will be considered and decided by the Authorized User.

1.1 Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Contractor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contract's Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Contractor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

Contractor Information

This Page is to be Completed By the Contractor Responding to the RFQ		
<i>The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate.</i>		
Contract # PM20820	Contractor Name SHI International	
Contractor Signature: Siva Thiagarajan	Date: 5/28/2025	Phone Number: 732-537-7200 E-Mail: siva_thiagarajan@shi.com
Printed or Typed Name: Siva Thiagarajan	Title: Inside Account Executive	
<i>If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.</i>		
<input type="checkbox"/> WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:		

After fully completing the information above, please submit this page via e-mail with Attachment 1 Financial Template (Excel) and if applicable, any Manufacturer terms and conditions related to the Product(s) included in this response to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.

Financial Template

RFQ Number	Authorized User Name	Contract Number	Contractor Name	Date Completed
RFQ #121	City of Long Beach	PM20820	SHI International	5/28/2025

Please See Request for Quotes for all Authorized User requirements.

Lot 1 Software

Lot 2 Hardware

Instructions for When SKU's Have Been Identified by Authorized User

Authorized User will complete RFQ Number, Authorized User Name, Lot Number, Product Description, Manufacturer Part Number (SKU), and Qty. Contractor will complete Contract Number, Contractor Name, Date Completed, Product Cost to Contractor, Contractor's Not-to-Exceed Cost-Plus/Cost-Minus Percentage

Instructions for When Authorized User Requires Contractor to Provide Suggested SKU's

Authorized User will complete RFQ Number and Authorized User Name. Contractor will complete Contract Number, Contractor Name, Date Completed, Lot Number, Product Description, Manufacturer Part Number (SKU), Qty, Product Cost to Contractor, Contractor's Not-to-Exceed Cost-Plus/Cost-Minus Percentage and Actual Cost-Plus/Cost-Minus Percentage to meet a defined need as detailed in the Authorized User Request for Quote.

RFQ Item Number	Lot Number	Product Description	Manufacturer Part Number (SKU)	Qty	Product Cost to Contractor	Contractors Not-to-Exceed Cost-Plus/Cost-Minus Percentage	Actual Cost-Plus/Cost-Minus Percentage	RFQ Product Price	Extended RFQ Price
1	Lot 2	New Dell Pro Slim Desktop	210-BPQX	25				\$964.630000	\$24,115.75
2	Lot 2	Dell 27 Monitor	P2725H	15					
3	Lot 2	C2G 1m (3ft) HDMI Cable with ethernet - High Speed CL2 In-Wall Rated - M/M - HDMI with Ethernet cable - HDMI (M) - 1 m - shielded - black	42520	15					

After fully completing the information above, Contractor will submit this RFQ Financial Response via e-mail with RFQ "Contractor Information" to the Authorized User.

Additional contract information, including Cost-Plus and Cost-Minus percentages for all Contractors, is available at the following web link:
<http://ogs.ny.gov/purchase/snt/awardnotes/7360022876can.HTM>



Pricing Proposal
Quotation #: 26236439
Created On: 5/28/2025
Valid Until: 6/10/2025

NY-City of Long Beach

Jaime Roman

1 West Chester Street
Long Beach, NY 11561
United States
Phone: (516) 431-1000 ext. 7247
Fax:
Email: jroman@longbeachny.gov

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell Pro Slim Plus QBS1250 Dell - Part#: 210-BPQX Contract Name: OGS IT Umbrella Contract - Dell Direct Contract #: PM20820 Subcontract #: 38AHD	25	\$964.63	\$24,115.75
Total			\$24,115.75

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

Inside Account Executive

Siva Thiagarajan
300 Davidson Avenue
Somerset, NJ 08873
Phone: 732-537-7200
Fax:
Email: siva_thiagarajan@shi.com

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Rosemary Alton

From: Rosemary Alton
Sent: Thursday, May 15, 2025 1:36 PM
To: ny.dell.sled.team@dell.com; laura@abs-solutions.com; cmammano@asisystem.com; sales@blackhawk11.com; biddesk@cambridgecomputer.com; NYGOV@cdwg.com; governmentsales@compu-link.com; lucas.vanderploog@cdillc.com; Bids@comsourceny.com; team_psc@onec1.com; amartino@corporatecomputersol.com; kpeterson@csbusiness.com; lgavey@customonline.com; sergio.ramalho@4dcw.com; NYSOGS@derivetech.com; bseltiz@digitalprovisions.com; sales@dtg.com; denise.leonard@dyntek.com; damon.buffum@eplus.com; aanderson@focustsi.com; vendormgmt@ftei.com; samantha.jarok@connection.com; cchan@info-adv.com; newyork@insight.com; estarr@iisl.com; asontag@ipm.com; icpnyogs@icpcorp.com; NYOGS@ITsavvy.com; rich.sallustro@lanrover.net; kyle@lyonmicro.com; michael.lappin@marcumtechnology.com; government@mdsny.com; larry.meister@mercurynetworks-ny.com; NYSbids@netatwork.com; Siva Thiagarajan; fred.zappolo@csdnet.net; george@nexusnet.com; NYS@pkatech.com; govsales@presidio.com; sales@qnatech.com; myles.bartley@regrt-tech.com; NYOGS@shi.com; kmextorf@ccsinet.com; jpavao@golpower.com; Salesopsus@redesign-group.com; chris.dichiara@ergogroup.com; kstokley@thundercattech.com; jgrant@tri-delta.com; kevin.frank@unisys.com; nyscontract@vandis.com; mmurphy@virtuitsystems.com; dkerning@webhse.com; WinslowNYSC@winslowtg.com; nyogs@z7solutions.com; teamny.goved@zones.com; OGS.sm.PsMfrUmbrella.Contractors@ogs.ny.gov; siva_thiagarajan@shi.com
Subject: RE: NYS OGS Award #22802 - Request for Quote for Replacement Computers, Monitors & Cables-122
Attachments: RFQ-Replacement Computers, Monitors & Cables-122.pdf; RFQ-Replacement Computers, Monitors & Cables-122 Attachment 1 - Financial.xlsx; RFQ #122 - Attachment #2 - General Terms & Conditions.pdf

Cover Page - Request for Quote

TO BE COMPLETED BY AUTHORIZED USER	
RFQ Title	Replacement Computers, Monitors & Cables
RFQ Number	122
Authorized User Information:	
City of Long Beach 1 West Chester Street X Long Beach, NY 11561	
Authorized User Delivery Information	
City of Long Beach -Information Technology 1 West Chester Street Long Beach, NY 11561	
Special Delivery Instructions: All deliveries F.O.B. City of Long Beach and include delivery within doors	
DESIGNATED CONTACTS	
Name(s)	E-Mail(s)
Rosemary Alton, Purchasing Agent	ralton@longbeachny.gov; purchasing@longbeachny.gov
Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: Yes No	
<i>Executive State agencies and certain other entities are required to comply with Procurement Lobbying Law which requires the inclusion of a Restricted Period in procurements. If an Authorized User is not certain whether or not they are required</i>	

to include a Restricted Period, please use the below link for additional information resources. Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts.

Information may be accessed at: Procurement Lobbying:

<https://ogs.ny.gov/acpl>

KEY EVENTS/ DATES

The Authorized User named above is seeking competitive Quotes from the Contractors (where applicable) of Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s). This RFQ is for Products from the following checked Lot(s) as defined in Award # 22876 – Information Technology Umbrella Contract – Distributor Based Software and Hardware (Statewide):

Lot 1 – Software Lot 2 – Hardware

Event	Date	Time
RFQ Release Date	May 15, 2025	N/A
Vendor Response Due Date	May 28, 2025	12 noon EST

E-RATE ELIGIBLE: Yes (E-Rate Discounts are Required) No

ATTACHMENTS

- Attachment #1 - Financial Template (Excel)
- Attachment #2 – General Terms & Conditions

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s) and any additional terms and conditions set forth in this RFQ and its Attachments.

Contractors should be aware of "click through", "shrink wrap" or other pass-through terms and conditions that will be imposed by the Product Manufacturer and if present, are encouraged to provide them to the Authorized User in their response to this RFQ.

The Authorized User reserves the right to require the Contractor to supply a copy of the quote the Contractor received from the Manufacturer or Reseller for any Products included in this RFQ.

A. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to all Contractors to acquire the following:

Replacement Computers, Monitors & Cables]

B. AUTHORIZED USER TERMS AND CONDITIONS

See Attachment #2

C. AUTHORIZED USER INFORMAL DISPUTE RESOLUTION PROCESS

Should a protest be submitted by a Contractor regarding this RFQ, the protest will be considered and decided by the Authorized User.

1.1 Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Contractor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contract's Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Contractor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

Contractor Information

This Page is to be Completed By the Contractor Responding to the RFQ

The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate.

Contract #	Contractor Name	
Contractor Signature:	Date:	Phone Number: E-Mail:
Printed or Typed Name:	Title:	
<i>If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.</i>		
WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:		

After fully completing the information above, please submit this page via e-mail with Attachment 1 Financial Template (Excel) and if applicable, any Manufacturer terms and conditions related to the Product(s) included in this response to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.



Rosemary Alton, Purchasing Agent
City of Long Beach
1 West Chester Street
Long Beach, NY 11561
Tel: (516) 431-1000 x 7207
email: ralton@longbeachny.gov

CITY OF LONG BEACH **GENERAL TERMS & CONDITIONS**

1. APPLICABILITY The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the City of Long Beach where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. NO ARBITRATION Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Section 18 of the Charter of the City of Long Beach, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the City of Long Beach and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF TERMS Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what

was accepted by the City of Long Beach. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

- (1) General Conditions.
- (2) Bid Specifications.
- (3) Bid Documents.
- (4) Contractor's Bid.

6. DEFINITIONS

AWARD is the decision of the City to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the City informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the City setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID SPECIFICATION A written description drafted by the City setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a

commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the City and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the City and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMPTROLLER Comptroller of the City of Long Beach.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the City.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the City to properly test, install, operate and enjoy full use of the Product.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the City (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING AGENT Purchasing Agent of the City of Long Beach or her authorized representative

PURCHASING DEPARTMENT shall mean the City of Long Beach, Purchasing Department.

PURCHASE ORDER The City's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

CITY shall mean the City of Long Beach, Nassau County, New York.

CORPORATION COUNSEL City Attorney of the City of Long Beach.

CITY COUNCIL shall mean the council members duly elected by the residents of the City of Long Beach, Nassau County, New York.

BID SUBMISSION

7. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED" (bold print, all capitals)

- Bid Name
- Bid Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the City reserves the right to open the shipping package or envelope to determine the proper Bid number or Bid Name, and the date and time of Bid opening. Bidder shall have no claim against the City arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the City right to open a Bid to ascertain the foregoing information, Bidder assumes

all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. LATE BIDS For purposes of Bid openings held and conducted by the Purchasing Agent, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the City of Long Beach, Purchasing Department, Room 509, One West Chester Street, Long Beach, New York 11561, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the City. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the City shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Purchasing Agent.

10. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Purchasing Agent after the time specified for the Bid opening, may not be considered.

11. EXTRANEOUS TERMS Bids must conform to the

terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the City expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. CONFIDENTIAL/TRADE SECRET MATERIALS

Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Purchasing Agent to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. RELEASE OF BID EVALUATION MATERIALS

Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Purchasing Agent to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Purchasing Agent reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

A. "Public Works" and "Building Services" - Definitions

- i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The City, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.
- ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the

transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. Prevailing Wage Rate Applicable to Bid

Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. Wage Rate Payments / Changes During Contract

Term. The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. Public Posting and Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the City that has

prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of seven years from the date of completion of work on the awarded contract.

E. Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Any Bidder/Contractor entering into a Contract with the City for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the City for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which

have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than \$20,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. TAXES

- A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- B. Purchases made by the City are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.
- C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.
- D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

18. PRODUCT REFERENCES

- A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.
- B. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not

restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agent's decision as to acceptance of the Product as equal shall be final.

C. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. PRODUCTS MANUFACTURED IN PUBLIC

INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. PRICING

A. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall

govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

B. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

C. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

D. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

E. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the City.

F. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Purchasing Agent, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) GSA Changes: Where City Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where City Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract

term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the City. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS

A. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the City, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. Standard Practices In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard City practices. The following practices may be supplemented or modified, in writing, by the City.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the City.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the City. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard City practice; (d) Have a cover with content and format which shall conform to current City practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current City practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic

mylar reproduction of any work originally done in pencil; (iv) Be of the following size:
(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the City.
(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the City.
(c) CADD generated drawings shall be plotted on mylar reproducibles, and the CADD files shall be additionally provided to the City on disc in a format acceptable to the City.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. Ownership of Documents All completed original tracings and the original master specification sheets shall constitute the property of the City but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the City. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the City.

C. Surrender of Documents Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the City (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. Drawings Submitted During the Contract Term
Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the City's representative and shall be in

accordance with the requirements set forth in Section 22(A).

E. Accuracy of Drawings Submitted All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the City. Neither the City's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the City provided for in the Contract are in addition to any other rights and remedies provided by law.

F. Claims In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the City any and all assistance, which the City may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. LABORATORY WORK If any portion of work being Bid is subject to laboratory testing, the following shall apply:

- A. Any and all testing work required under this Contract shall be subject to the approval of the City prior to undertaking any such testing program.
- B. The City will determine if it is in the best interests of the City to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.
- C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.
- D. If private testing laboratories are used, the Contractor shall process the claims for payment and

shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Purchasing Agent during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and

risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (*i.e.*, mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Purchasing Agent may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the City) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the City the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the City may reject the Bid. If an award has been made, the City may cancel the Contract at the expense of the Contractor.

E. Testing All samples are subject to tests in the manner and place designated by the City, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDANCE WITH THIS SECTION. THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The City reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the City determines the best interests of the City will be served. The City, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its decision shall be

final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the City reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Purchasing Agent to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Purchasing Agent may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., *net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY
QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Purchasing Agent determines that

the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Purchasing Agent may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The City reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the City, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Purchasing Agent.

35. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by and between the City and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the City and Contractor.

The Contractor may, however, offer more

advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the City by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the City than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the City unless authorized by the Purchasing Agent. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the City's subsequent acceptance of Product, or that the City has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The City reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The City may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The City will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the City. ***The City retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the City from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the City, or it

determines that an emergency exists requiring the prompt and immediate delivery of Product, the City reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the City in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the City. Unless terminated or cancelled pursuant to the authority vested in the City, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Purchasing Agent must bear the appropriate Contract number. As deemed necessary, the City may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The City reserves the right to require any other information from the Contractor which the City deems necessary in order to complete any Purchase Order placed under the Contract. Should the City add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the City, or fulfill the Purchase Order. Notwithstanding the above, the City reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within ***thirty calendar days*** after receipt of a Purchase Order by the Contractor.

The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the City.

Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the City's discretion, the Contract.

The City further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the City. The Contractor shall promptly reimburse the City for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the City for the difference in cost where the cost of the purchase is less than that provided in the Contract.

41. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by the City, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the City). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the City where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the City shall govern.

42. SHIPPING/RECEIPT OF PRODUCT

A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the City unless otherwise specified in the Contract documents.

B. Shipping Charges Unless otherwise stated in the

Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the City or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the City's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the City. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the City until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by City personnel of the delivery or receipt of goods (e.g., *signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the City. If shrinkage occurs which exceeds that normally allowable in the trade, the City shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the City.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Purchasing Agent to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the City. Unless otherwise specified, any

substitution of Product prior to the Purchasing Agent's written approval may be cause for cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the City within ten calendar days of notification of rejection by the City. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the City shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the City for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

B. Work shall be performed to cause the least inconvenience to the City and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.

C. The Contractor shall be responsible for daily clean-up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction

debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times.

D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the City. Burying or burning of any material will not be permitted.

E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the City. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the City. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the City, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the City. The City

reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with City's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The City reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the City. Failure to obtain consent to assignment from the City shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the City and seek written agreement from the City. The City reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the City, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the City has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the City except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the City with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The City reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the City determines that the

company is not qualified; the City determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The City reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by Corporation Counsel of the City of Long Beach. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The City, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the City. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on City spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the City issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. By written notice: This Contract may be terminated at any time by the City upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The City will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the City Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. For Violation of the Sections 139-j and 139-k of the State Finance Law: The City reserves the

absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. For Violation of Revised Tax Law 5a: The City reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor.

D. Contractor Assistance Upon Termination. In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the City to assist the City in transitioning the Contractor's responsibilities under the Contract.

E. Accounting Upon Termination. Within thirty (30) days of the termination of the Contract, the Contractor shall provide the City with a complete accounting up to the date of termination of all monies received from the City, and shall immediately refund to the City any unexpended balance remaining as of the time of termination.

F. Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the City pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the City in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the City with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the City shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the City to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the City where the delay or failure will significantly impair the value of the Contract to the City, the City may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the City with respect to Product subjected to allocation; and/or
- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the City; or
- C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the City reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide

complete and accurate billing invoices to the City in order to receive payment. None of the Contract amount shall be paid by the City except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the City.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the City, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the City is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the City supporting the amount claimed, and review, approval and audit of the Claim Form by the City.

ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the City's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 57 shall not be due and payable by the City.

iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the City.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the City from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Comptroller shall render payment for City purchases, and such payment shall be made in accordance with ordinary City procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to

deviate from the terms and conditions of the Contract or where the billing was inaccurate. D. Contractor shall provide, upon request of the Purchasing Agent or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Purchasing Agent or Comptroller and in a media commercially available from the Contractor.

58. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Purchasing Agent may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Purchasing Agent is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Purchasing Agent may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent or Comptroller, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the City. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the City promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the City in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the City may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the City promptly by the Contractor or deducted by the City

from payments due or to become due the Contractor on the same or another transaction.

E. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the City from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the City the amount of such claim or portion of the claim still outstanding, on demand. The City reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the City with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the City.

60. INDEPENDENT CONTRACTOR The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, not claim to be, an officer or employee of the City by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or City except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the City, as

necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the City. Contractor hereby warrants and represents:

A. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

B. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the City under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the City for any loss, damages or actions arising from a breach of said warranty without limitation.

C. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the City that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the City. Failure to do so may constitute grounds for the City to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the City.

D. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has

been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the City. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the City and pass through the manufacturer's standard commercial warranty to the City at no additional charge; provided, however, that Contractor shall not be responsible for coordinating

services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the City shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the City and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. Workmanship Warranty Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that

services will be provided in a workmanlike manner in accordance with industry standards.

I. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Purchasing Agent. Failure to comply or failure to provide proof may constitute grounds for the Purchasing Agent to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the City or any public department, agency or official

thereof, for goods, work or services, for a period of five years after such refusal; and

B. Any and all Contracts made with the City or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

65. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the City may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the City, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by

the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the City of Long Beach Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the City, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the City's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the City).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the City thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: City and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and

disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the City;

(ii) shall, upon the City's demand and at the City's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the City in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the City beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the City shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required City approvals have been obtained, including, if required, approval by the City Council, and (B) the Contract or Purchase Order has been executed by an authorized representative of the City of Long Beach.



Pricing Proposal
Quotation #: 26236701
Created On: 5/28/2025
Valid Until: 6/10/2025

NY-City of Long Beach

Jaime Roman

1 West Chester Street
Long Beach, NY 11561
United States
Phone: (516) 431-1000 ext. 7247
Fax:
Email: jroman@longbeachny.gov

Inside Account Executive

Siva Thiagarajan

300 Davidson Avenue
Somerset, NJ 08873
Phone: 732-537-7200
Fax:
Email: siva_thiagarajan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell 27 Monitor Dell - Part#: P2725H Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	15	\$200.69	\$3,010.35
2 C2G 1m (3ft) HDMI Cable with Ethernet - High Speed CL2 In-Wall Rated - M/M - HDMI with Ethernet cable - HDMI (M) to HDMI (M) - 1 m - shielded - black C2G - Part#: 42520 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	15	\$6.21	\$93.15
Total			\$3,103.50

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.