RESOLUTION NO. 11-1

WHEREAS, Sangamon County utilizes a County Wide Financial Software System.

WHEREAS, Tyler Technologies, Inc. is the vendor that provides the annual software maintenance for the financial software package for Sangamon County which includes Payroll, Accounts Payable, General Ledger, Budget, Personnel, Revenue, etc,

WHEREAS, Sangamon County is in the process of implementing a new Financial Software System using this vendor for the majority of this cost along with a few other vendors for any necessary equipment,

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois in session this 10th day of December,2019, hereby approves the Information Systems Department to utilize Tyler Technologies, Inc. for the maintenance and services described above in an amount not to exceed $414,180 for fiscal year 2020.

Building & Grounds Committee

FILED

NOV 26 2019

Sangamon County Clerk

Sangamon County Purchase Order FY2019

Purchase Orders are required for all Informal Quotes (>$3,500) and Formal Solicitations (>$30,000)

Department Information

PO Number: ISD 2020-012 (Manually Assigned by Department)

Department: Information Systems Department Employee Contact: Stephanie Butcher

Department Head Signature: Wayne Rowe Date: 11/21/19

Purchase Order Type (Regular, Exception or Emergency)

Type: *Regular* ☐ (3 Quotes or RFP Documentation Required)

Legal Review Date: _____ *(>$30,000 or Exception – see below)*

Exception ☑ (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract ☐ Sole Source ☐ Professional Services ☐

Not Suitable for Quotes/RFP Other ☑

Emergency ☐ County Administrator Signature: _____

- Will be reported at the next Oversight and/or County Board Meeting Date: _____
- Provide detailed explanation in Purchase Description/Narrative Section

Purchase Request Information

Vendor: Tyler Technologies Quantity: _____ Price Per Unit: _____

Total Price: $414,180 G/L: 001.010.513.000 & Capital Expenditure Fund

Purchase Description/Narrative:

This is for the annual software maintenance for Tyler Technologies ERP Financial Software $63,541 and the remaining Capital Expenditure monies for the Financial System Project TFINU $350,639 previously approved.

Auditor's Office (PO request documents need to be to the **Auditor's Office 5 business days prior** to the oversight committee meeting)

Date Received: 11-21-19 Date Review Completed: 11-21-19

Auditor's Office Signature: D Bedell

County Board

	Meeting Date	Signature
Approved by Oversight Committee:	11/25/2019	Jason Watt
Approved by County Board (if applicable):		

(County Board Resolution Required for All POs >$30,000)

RESOLUTION NO. _____

WHEREAS, Sangamon County utilizes a County Wide Financial Software System.

WHEREAS, Tyler Technologies, Inc., is the vendor that provides the software maintenance for the financial software package for Sangamon County. This includes Payroll, Accounts Payable, General Ledger, Budget, Personnel, Revenue, etc. We are in the process of implementing a new Finance System using this vendor so most of this cost is for the new system.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois, in session this11th day of December 2018 hereby approves Information Systems Department to utilize Tyler Technologies for services not to exceed $500,000 for fiscal year 2019.

Building & Grounds Committee

Finance Committee

FILED
NOV 28 2018
Sangamon County Clerk

RECEIVED
2660
NOV 21 2018
Andy Goleman
SANGAMON COUNTY AUDITOR

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Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)

   3.3 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;

   3.4 provide you with a copy of all major and minor 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

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.

2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Senior Corporate Attorney

Date: January 17, 2017

Client: Sangamon Co., IL (Logos)

By: _____

Name: Andy Van Meter

Title: Chairman

Date: 1-11-17

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Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

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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 a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.