



Lake County Forest Preserves

General Offices
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www.LCFPD.org

DATE: November 4, 2024

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Agenda Item# 9.2

FROM: Steve Neaman
Director of Finance

RECOMMENDATION: Recommend approval of a Resolution approving a License, SaaS (Software as a Service), and Related Services Agreement for Bid and Contract Management and eProcurement module additions to Financial Software with Tyler Technologies, Inc., MUNIS Division, in the Contract Price of \$69,751.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: A total amount of \$69,760.00 is budgeted in the FY2025 Finance budget, which includes \$52,860.00 in 12234100-805200 and \$16,900.00 in 12244000-701400. The actual total cost is \$69,751.00, which includes \$52,856.00 in one-time expenses to license the module additions and implement the services to be charged to the first account listed above and \$16,895.00 for on-going SaaS license and system management services to be charged to the second account listed above.

BACKGROUND: Tyler Technologies has been the District's enterprise resource planning (ERP) provider since 2001. The contract that would be approved by the attached resolution would integrate software licenses and services for contract, bid, and e-procurement modules into the District's ERP system and would greatly improve the District's operational efficiency and procurement processes. These modules will streamline processing and reduce administrative burdens. Together, these improvements will result in cost savings, better collaboration with suppliers, and a clearer path to achieving the District's organizational growth goals.

REVIEW BY OTHERS: Chief Operations Officer, Manager of Board Operations, Purchasing Manager, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A LICENSE, SAAS, AND RELATED SERVICES
AGREEMENT FOR MUNIS SOFTWARE MODULES
TO TYLER TECHNOLOGIES, INC.**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to purchase contract, bid, and e-procurement license and software services (the “Services”) for its MUNIS financial software (the “Software”); and

WHEREAS, the Director of Finance and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Services from Tyler Technologies, Inc., the licensor of the Software (“Licensor”); and

WHEREAS, the District’s staff, the Purchasing Manager, the Director of Finance, and the Operations Committee have reviewed the proposal submitted by the Licensor and recommend that the Board of Commissioners (i) find that the proposal submitted by the Licensor is the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Licensor (the “Contract”) in the amount of \$69,751.00 (the “Contract Price”); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Licensor is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT:**

Section 1: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2: Award of Contract. The Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Licensor.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price with Licensor.

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

APPROVED this _____ day of _____, 2024.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Board Secretary
Lake County Forest Preserve District

Exhibit No. _____

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
System Management Services Contract	1	0	\$ 1,299.00
TOTAL:	0	0	\$ 1,299.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Remote Implementation	104	\$ 200.00	\$ 0.00	\$ 20,800.00	\$ 0.00
TOTAL				\$ 24,000.00	\$ 0.00

Summary

Total Tyler License Fees	One Time Fees	Recurring Fees
Total SaaS	\$ 28,856.00	\$ 2,596.00
Total Tyler Services	\$ 0.00	\$ 13,000.00
Total Third-Party Hardware, Software, Services	\$ 24,000.00	\$ 1,299.00
Summary Total	\$ 52,856.00	\$ 0.00
Contract Total	\$ 69,751.00	\$ 16,895.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

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

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

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.



Consultant Disclosure Statement

Each **Consultant** (bold/italicized words are defined in Section II below) proposing to perform **Covered Services** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a **Publicly Traded Consultant**, (ii) on behalf of its **Disclosure-Covered Owners**, unless it is a **Publicly Traded Consultant**, and (iii) on behalf of its **Disclosure-Covered Employees**, even if it is a **Publicly Traded Consultant**. If **Consultant** is a **Publicly Traded Consultant**, please complete Sections I, III, and V. If **Consultant** is not a **Publicly Traded Consultant**, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties

Consultant Name:	Tyler Technologies, Inc.
Consultant Address:	One Tyler Drive, Yarmouth, ME 04096
Person Certifying Statement for Consultant ; including Phone # and Email Address:	Kim Watson 800-772-2260; kimberly.watson@tylertech.com
Covered Services:	eProcurement SaaS and Professional Services
Names of Disclosure-Covered Employess (if none, please insert "N/A")	N/A

II. Defined Terms

- a) **"Campaign Contribution"** is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) **"Candidate Political Committee"** is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) **"Consultant"** is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform Covered Services for the District.
- d) **"Covered Services"** are the **"Covered Services"** identified above by District staff, which have an expected price greater than \$30,000.00, taking into account the original contract price for the **Covered Services** plus the prices of all change orders to such original contract.
- e) **"Disclosure-Covered Owner"** is (i) a natural person who is a **Consultant** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a **Consultant** that is not a **Publicly Traded Consultant**.
- f) **"Disclosure-Covered Employee"** is (i) a natural person who is a **Consultant** or (ii) a **Consultant** employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the **Consultant**.
- g) **"Family Member"** is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) **"Publicly Traded Consultant"** is a **Consultant** whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

a) **Securities Market:** Please identify the nationally recognized securities market on which **Consultant's** common stock is traded and identify the stock "ticker" symbol under which the **Consultant** is traded:

Exchange: NASDAQ ; Symbol: TYL

b) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure- Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
- ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation
None				

c) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure- Covered Employee to Family Member
None			

IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

- a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
 - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made

- b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of a **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure-Covered Employee to Family Member

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners, and Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

Watson, Kim Digitally signed by Watson, Kim
Date: 2024.10.21 12:36:51
-04'00'

10/21/2024

Name

Date