COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT AND TECHNOLOGY COMMITTEE

Monday, October 6, 2025 @ 4:00 p.m.
Historic Courthouse: 3rd Floor Board Room
110 W. Madison Street, Yorkville IL

MEETING AGENDA

1. **Roll Call and Determination of a Quorum**
   Brian DeBolt - Chair Zach
   Bachmann
   Matt Kellogg
   Jason Peterson
   Brooke Shanley
2. **Approval of Agenda**
3. **Approval of August 4, 2025 Minutes**
4. **Public Comment**
5. **Old Business/Project Updates**
   A. HVAC Replacement Project Update
   B. UPS Replacement Project Update
   C. Animal Control Building Temporary Office/Storage Update
   D. Main Street Campus Improvements Project Update
   E. Phase II County Office Building Renovations Update
6. **New Business/Projects**
   A. **Review and Approve Motion to Forward to County Board:** Phase II Contingency Reduction #5: Total of $90,595 with revised contract amounts as follows: Lite Construction $2,693,916 ($32,364 increase), Abbey Paving $ 255,720 ($10,550 increase), TSI Flooring $604,306 ($3,827 increase), Omega Plumbing $320,997 ($6,120 increase), Aurora Wiring & Fixture $1,131,686 ($23,526 increase), ASE Illini-Scapes $41,500 ($15,192 decrease) and Otto Baum Company $29,400 ($29,400 increase).

   B. **Review and Approve Motion to Forward to County Board:** Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for $55,000.

   C. **Review and Approve Motion to Forward to County Board:** Approval of Courthouse concrete installation by Pave Connect via the Omina cooperative contract (#R220902) for $31,017.25.

   D. **Review and Approve Motion to Forward to County Board:** Approval of five-year Snow and Ice Removal Service Contract with Cox Landscaping as follows: Year 1 $60,150, Year 2 $60,150, Year 3 $63,160, Year 4 $63,160 and Year 5 $63,160.

   E. **Review and Approve Motion to Forward to County Board:** Approval of Tyler Technologies EERP SaaS contract through Sourcewell cooperative purchasing contract (#060624-TTI) at a total cost of $159,087.

   F. **Review and Approve Motion to Forward to County Board:** Approval of purchasing Nutanix cluster and licensing utilizing a public purchase agreement between Presidio and the Illinois Department of Innovation and Technology for $188,181.07.

   G. **For Discussion Only:** GIS Discussion Regarding Printing Capabilities.
7. **Chair Report**
8. **Executive Session**
9. **Other Business**
10. **Public Comment**
11. **Questions from the Media**
12. **Adjournment**

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Monday, August 4, 2025

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Bachmann, Zach			
DeBolt, Brian	Here		
Kellogg, Matt	Here		
Peterson, Jason	Here		
Shanley, Brooke		4:04 pm	

Others Present – County Administrator Christina Burns, Deputy County Administrator Latreese Caldwell, Facilities Director Dan Polvere, Assistant Facilities Director Luke Prisco, Kendall County Sheriff Dwight Barid

Approval of Agenda - Member Peterson made a motion to approve the agenda, seconded by Member Kellogg. **With three members present voting aye, the motion was carried by a vote of 3-0.**

Approval of April 7, 2025, Meeting Minutes – Member Peterson made a motion to approve the agenda, seconded by Member Kellogg. **With three members present voting aye, the motion was carried by a vote of 3-0.**

Public Comment - None

Old Business/Project Updates

A. ***HVAC Replacement Project Update*** – Assistant Facilities Director Luke Prisco stated the replacement at the Health and Human Services building is now complete. The next portion of the project will be the walk-in cooler replacement in the Jail. The logistics are being worked out this week. The courthouse replacement will take place early fall.

B. ***UPS Replacement Project Update*** – Facilities Director Polvere informed the committee that the project was approved and funded for this year.

C. ***Main Street Campus Improvements Project Update*** – Facilities Director Polvere stated that bids were received on Friday, Cordigan Clark is in the scope review process and anticipates a letter of recommendation from Cordigan Clark to bring to the next COW meeting.

D. ***Phase III Conceptualization Study Update*** – Facilities Director Polvere stated the scheduled meeting was postponed and will take place this week.

E. ***Phase II County Office Building Renovations Update*** – Rick Krischel of Cordigan Clark gave a status of the County Office Building to the committee. Mr. Krischel stated the third-floor electrician is detailing all electrical and the flooring is prepped for installation. The second floor is ready for floor installation. The first floor is ready for final painting and the ceiling grid and tile are being installed. Red brick on the exterior is completed white brick is currently being installed and will be completed next week. Entrance way steel and roof are ready to proceed, along with the roof. Elevator installation is mid-September and the stairway is complete on the south end. Paving is lined up for mid-September. Mr. Krischel stated they are on track for a mid-December completion.

New Business/Projects

A. ***For Discussion Only:*** *Animal Control Building Temporary Office/Storage and Remediation Project.* Facilities Director Polvere informed the committee of the issues with the Animal Control building. The staff will be moving everything out and utilizing the storage container, upper floor in the courthouse if necessary and moving staff into the temporary trailer. Once the staff is moved out the ductwork will be thoroughly cleaned, drains will be rooted, removing the acoustical baffles as they are retaining water and dust, and ceiling tiles will be cleaned. Exhaust and ventilation will need to be examined. County Administrator Christina Burns informed the committee the animal control fund after this project will be depleted. Ms. Burns also stated they are looking to use some capital public safety center funds.

B. ***Review and Approve Motion to Forward to County Board*:** Motion by Member Kellogg to forward to the full County Board Phase II Contingency Reduction #4: Total of $102,890 with revised contract amounts as follows: Lite Construction $2,661,552 ($27,027 increase) Guardian Steel $406,516 ($8,456 increase), CMM Group $827,803 ($2,739 increase), TSI Flooring $600,479 ($1,617 increase), Omega Plumbing $ 313,836 ($4,580 increase) and Aurora Wiring & Fixture $1,108,160 ($58,471 increase). Second by Member Peterson. **All members present voting aye, Motion Carried.**

C. ***Review and Approve Motion to Forward to County Board*:** Motion by Member Kellogg to forward to the full County Board Approval for the Purchase of Public Safety Center Video Recording System Upgrades from Security Automation Systems for a not-to-exceed amount of $93,765. Second by Member Peterson. **All members present voting aye, Motion Carried.**

D. ***Review and Approve Motion to Forward to County Board*:** Motion by Member Kellogg to forward to the full County Board Surplus declaration for (2) Kendall Area Transit Buses in accordance with the Surplus Property/Capital Assets Disposal Policy. Second by Member Peterson. **All members present voting aye, Motion Carried.**

E. ***Review and Approve Motion to Forward to County Board*:** Motion by Member Kellogg to forward to the full County Board for Approval of the purchase of (25) Getac A140G2E tablets from public purchasing agreement between Brite and Sourcewell 020624-SYN-FEE in the amount of $127,525.00. Second by Member Shanley. **All members present voting aye, Motion Carried.**

Chair Report – Chair DeBolt stated he is happy to move forward with the Animal Control building.

Executive Session – None

Other Business – None

Public Comment – None

Questions from the Media – None

Adjournment – Member Shanley made a motion to adjourn the Facilities Committee meeting. Member Peterson seconded the motion. **With three members present voting aye, the meeting was adjourned at 4:30 p.m. by a vote of 3-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Phase II County Office Building Renovations Contingency Reduction #5

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Forward to County Board for Approval

Board/Committee Review:

N/A

Fiscal impact:

The total request for Phase II Contingency Reduction #5 is **$90,595**. The total available contingency is **$170,672**, which will be reduced to **$80,077** following approval of this contingency reduction.

Background and Discussion:

Phase II Contingency Reduction #5 includes revisions that result from further review of the Treasurer's and Assessor's spaces to ensure operational needs are met. Revisions were also made to include a new carpet border around the existing field in the boardroom to address patching around areas where the boardroom expanded, doors were added and floor heaters removed.

Additional changes were made to the 2nd floor network closet after consultation with IT staff that include the installation of a ladder rack, power infrastructure, equipment racks and a quasi-box/conduit to provide a pathway for broadband fiber to be run from the street into the closet.

Contingency Reduction #4 also includes the cost to upgrade from the single-color brick originally specified to the selected three-part color mix of brick on the North and South additions along with the cost to rectify an unforeseen condition where the existing generator pad was found to be constructed as a solid 48" deep trench foundation. This unexpected condition required additional effort to remove including a larger demolition machine that had not been anticipated by the contractor.

Contingency Reduction #4 also includes a credit that moves the paver scope of work from the landscape contractor to the paving contractor in order to save money on the installation as it was determined the paving contractor can do the work at a reduced cost due to mobilization timeframes and workforce availability.

Further revisions include the installation of additional storm drainage along the West side of the County Office Building. It was recommended as an efficient addition to the stormwater drainage system by the site utility contractor as another layer of protection from stormwater build-up.

Additional costs include a scope of work to address the existing masonry appearance and provide mortar maintenance repairs at select locations to ensure the continued integrity of the building envelope. This includes tuckpointing 100% of the horizontal brick ledge joints and miscellaneous mortar locations that have cracked. After the mortar repairs, the entire building will be cleaned to remove discoloration due to weathering.

The total request for Phase II Contingency Reduction #5 is $90,595 with revised contract amounts as follows. The total available contingency is $170,672, which will be reduced to $80,077 following approval of this contingency reduction.

- Lite Construction — Revised Contract Amount $ 2,693,916 ($32,364 increase)
- Abbey Paving — Revised Contract Amount $ 255,720 ($10,550 increase)
- TSI Flooring — Revised Contract Amount $ 604,306 ($3,827 increase)
- Omega Plumbing — Revised Contract Amount $ 320,997 ($6,120 increase)
- Aurora Wiring & Fixture — Revised Contract Amount $ 1,131,686 ($23,526 increase)
- ASE Illini-Scapes — Revised Contract Amount $ 41,500 ($15,192 decrease)
- Otto Baum Company — Revised Contract Amount $ 29,400 ($29,400 increase)

Staff Recommendation:

Review and Forward to County Board for Approval

Attachments:

Phase II Contingency Reduction #5

Phase II Contingency Reduction #5 Log Summary

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-005 REV

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

DATE: 9/25/2025
CONTRACT DATE:
PROJECT #: 241014

CONSTRUCTION MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

The Contract is changed as follows:

1. LITE CONSTRUCTION	
PR #21 1st Floor Dept Changes	$11,391.00
COR #19R1 - Revised Brick	$18,053.00
COR #20 - Demolish existing generator pad	$2,425.00
COR #22 - PR #29 Provide chase wall	$495.00
New Contract Amount $2,693,916	**$32,364.00**
2. ABBEY PAVING	
Add flag pole pavers to this contract	$10,550.00
New Contract Amount $255,720	**$10,550.00**
3. TSI FLOORING	
PR #25 Boardroom Carpet	$3,827.00
New Contract Amount $604,306	**$3,827.00**
4. OMEGA PLUMBING	
#006 - Extend exterior drain line to the location of the former generator pad	$6,120.00
New Contract Amount $320,997	**$6,120.00**
5. AURORA WIRING AND FIXTURE	
PR #21 1st Floor Dept Changes	$3,173.00
PR #29 Add a Quasai box & 3" conduit to IT Room	$7,876.00
PR #31 Add receptacles in IT Room	$1,962.00
CTS - 4 Post and Ladder Rack	$7,185.00
CTS - 2 Post Addition	$3,330.00
New Contract Amount $1,131,686	**$23,526.00**
6. ASE ILLINI-SCAPES	
Eliminate flag pole pavers from this contract	($15,192.00)
New Contract Amount $41,500	**($15,192.00)**
7. OTTO BAUM COMPANY	
Tuckpointing and cleaning of brick.	$29,400.00
New Contract Amount $29,400	**$29,400.00**

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase Two County Office Building

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

CONSTRUCTION MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

CONTINGENCY REDUCTION #: CR-005 REV

DATE: 9/25/2025
CONTRACT DATE:
PROJECT #: 241014

SUB-TOTAL FOR ALLOWANCE REDUCTION:	**$90,595.00**
The Original Contingency was:	$379,611.00
Net Change by previously authorized Contingency Reductions:	$208,939.00
The Contingency prior to this reduction was:	$170,672.00
The Contingency will be decreased by this reduction in the amount of:	$90,595.00
The new Contingency with this reduction will be:	**$80,077.00**
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	unchanged.

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guarnteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to superscede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
515 Redwood Drive
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County
Ph 2 County Office Building
Proposal Request Log
09/25/25

PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
021	**6/2/25**	**6/13/25**			**1st Floor Dept. Changes**		**$14,564**	This proposal was to address additional requests at the Treasurer's Department and Assessor's Department. Changes included Fire rating the Record Storage room and providing a security monitor location in this room as well. An additional casework countertop was added to the Lobby to serve the public between the Treasurer and Assessor's department. Last an additional work station was added to the Assessor's Library.
						Lite Construction	$11,391	
						AWF	$3,173	
025	**7/29/25**	**8/5/25**			**Boardroom Carpet**		**$3,827**	This proposal was to provide a new carpet border in the Board room around the existing carpet to remain. This addressed both carpet patching needs and new board room flooring needs due to the expansion of the board room.
						TSI Flooring	$3,827	
029	**8/29/25**	**9/8/25**			**Quasi Box & Associated Work**		**$8,371**	This proposal was to provide a raceway and access point from the exterior in to and through the building to the IT room for the future Internet Broadband project that the County is pursuing.
						Lite Construction	$495	
						AWF	$7,876	
031					**Ladder Rack and Power Infrastructure inside the IT Room**		**$12,477**	This proposal was to provide ladder rack and power infrastructure inside the IT room for the future Internet broadband project
						AWF	$12,477	
					Revised Brick		**$18,053**	Cost to upgrade the single color brick originally spec'd to the selected 3 part color mix of brick for the North and South additions.
						Lite Construction	$18,053	#19R1

Kendall County
Ph 2 County Office Building
Proposal Request Log
09/25/25

PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
					Existing Generator Pad		**$2,425**	The existing generator pad was unexpectedly found to be constructed as a solid 48" deep trench foundation. This unexpected condition required additional effort to remove, including a different demolition machine that had not been anticipated by the contractor.
						Lite Construction	$2,425	#20
					Flag Pole Pavers		**($4,642)**	This proposal was to move the paver scope of work from the Landscape contractor to the Paving contractor in order to save money on the installation as it was found out the Paving contractor could do the work at a reduced cost due to mobilization timeframes and workforce availability.
						Abbey Paving	$10,550	
						ASE Illini-Scapes	($15,192)	
					Exterior Drain Line		**$6,120**	This proposal was to provide additional storm drainage along the west side of the building. It was recommended as an efficient addition to the stormwater drainage system while the site utility contractor was on site as way to ensure there is additional protection from stormwater buildup along the west side of the building.
						Omega Plumbing	$6,120	
					Tuckpointing		**$29,400**	This proposal was to address the existing masonry appearance and provide mortar maintenance repairs at select locations to ensure the continued integrity of the building envelope. This includes addressing 100% of the horizontal brick ledge joints and miscellaneous mortar locations that have cracked over the years of service. After the mortar repairs the entire building would be cleaned to remove discoloration due to weathering that has occurred throughout the life of the building.
						Otto Baum	$29,400	

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for $55,000.

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Forward to County Board for Approval

Board/Committee Review:

N/A

Fiscal impact:

$55,000 from Public Safety Capital Fund – 1404

Background and Discussion:

The Public Safety Center (PSC) currently has (9) existing control station PCs which were originally purchased in 2017 that need to be replaced by Security Automation Systems (SAS). These PCs are currently running basic Windows 10 and are past their useful life. They operate 24/7 and have been in operation for quite some time. With the new control stations, the system will be migrating to the new "Aveva Edge" platform (from Indusoft). This upgrade will move us to the latest software platform offered by SAS, which will be supported for years to come.

Scope of Work

In addition to replacing the existing (9) control stations PCs, the SAS proposal includes one fully configured spare PC to be used as attic stock along with a video client PC which will enable staff to gain access to the surveillance system from an office or workstation. This project will require on-site file retrieval from existing control stations, configuration of control station PCs and on-site installation, which have been included in SAS's proposal.

Cost

$55,000 for Materials & Labor.

Vendor

Security Automation Systems is the current access control and video surveillance system provider and service contract holder for the Kendall County Courthouse and Jail. Because their system is proprietary and the control stations are integral, this will be a no-bid procurement. However, we have reviewed the attached proposal, specifications and itemized material/labor with the IT department to ensure that pricing is consistent with industry standards.

Staff Recommendation:

Review and Forward to County Board for Approval

Attachments:

Security Automation Systems Control Station Replacements Proposal 25428-1

Security Automation Systems, Inc.
8739 Castle Park Drive
Indianapolis, IN 46256
Phone/Fax: 317-489-9621
Toll Free: 877-SAS-FORYOU
www.securityautomationsystems.com

Attention: **Dan Polvere** **Date:** **9/18/25**
Kendall County **PROPOSAL #:** **25428-1**
Address:
City/State:
Email: **dpolvere@kendallcountyil.gov**

Kendall County Jail & Courthouse – Control Station Replacements

Dan:

We have included pricing to replace the 9 existing control station PCs with new PCs. The original control station PCs were purchased in 2017. We have included one fully configured spare PC with this proposal to be used as attic stock. We have also included pricing for a video client PC. The video client PC will need a connection to your network. We have not included any monitors for the client PC. We have included the material and labor listed below.

INCLUDED

Material
1. (10) IronLink Core i5 Quad-Out Mini PC W10 (Windows 10 IoT, 16GB RAM, 256GB SSD, 3-year warranty)
2. (9) Keyboard/mouse
3. (4) Upgrade AVEVA Edge 2023 SCADA RT 64K tags, 1 TC
4. (5) Upgrade AVEVA Edge 2023 SCADA RT 16K tags, 1 TC
5. (1) Video Client PC (Dell Tower Plus Desktop, Intel Core Ultra 7 265 processor, 16GB memory, 512GB SSD, NVIDIA GeForce RTX 4060 Ti 8GB GPU, keyboard, mouse

Labor
1. On-site file retrieval from existing control stations
2. Configuration of control station PCs
3. On-site installation of new control stations

EXCLUDED
1. Payment and performance bond
2. Allowances or contingencies
3. State Sales Tax
4. Shift work or overtime

Price: **$55,000.00***

*Note: Pricing does not include any potential tariff costs. If tariffs are implemented prior to the shipment of material and result in significant cost increases, these costs shall be invoiced separately and in addition to the quoted price.

Limited Exclusive Warranty
SAS warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

1. **Indemnification:** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releases") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens,

attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

2. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $2,000,000. Umbrella/Excess Liability: Limits of liability equal to or greater than $5,000,000 per occurrence and $5,000,000 in aggregate. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

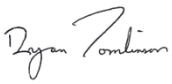
Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

"Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

Terms are Net 30 days. SAS works under the terms of a purchase order. No applicable taxes or bonding has been included in our price. Customer shall be required to provide sales tax exemption certificate upon receipt of order. Shipping and handling is included.

We will proceed with the work included in this proposal once we receive a Purchase Order referencing the quote number and amount, or a signed copy of this proposal. The price is valid for 30 days. If you have any questions, please feel free to call.



Ryan Tomlinson
E-mail: rtomlinson@Jail.systems
Phone: 317-489-9621 x801

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Courthouse Concrete Project

Prepared by: Luke Prisco

Department: Facilities Management

Action Requested:

Review and approve motion to forward to County Board of Courthouse Concrete Project installation by Pave Connect via the Omnia government cooperative Contract Number R220902 at a cost of $31,017.25.

Board/Committee Review:

N/A

Fiscal impact:

Facilities Management has yearly Pavement and Signage Budget totaling $127,500. As of October 2025 there is still $108,977.50 left in the budget. We also received an ADA grant through Circuit Clerk for $16,760.

Background and Discussion:

Part of Facilities Management's yearly maintenance of the County's facilities is to repair and refurbish concrete sidewalks, curbing and ADA related items. Facilities Management budgets for yearly asphalt and concrete repair and will continue to apply for the ADA grant moving forward.

There is $108,977.50 left in the Capital Maintenance line item and there will be $77,960.25 left after this project is completed. Facilities Management has a few more projects coming out of this line item, but concrete project scope was reduced to optimize pricing and to allow for potential ADA grant funding in 2026.

Staff Recommendation:

Review and approve motion to forward to County Board of Courthouse Concrete Project installation by Pave Connect via the Omnia government Contract

Attachments:

- **Pave Connect Contract**

Customer Name: Kendall County Court House (Yorkville, IL)

Contact Name: 807 John Street

Project Name: Yorkville IL 60560

Project Address: Omnia Contract #R220902

City: Repairs State: Zip:

Project #: 9-12-2025 Contract # / CPN #:

Project Type: Kris Costas

Submittal Date: 717-571-9088

Kris.Costas@RoofConnect.com

Sales Manager Name:

Sales Manager Phone:

Sales Manager Email:

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

OVERVIEW

Kendall County
ILLINOIS

SCOPE OF WORK

Base Bid:

All safety and project preparation to be discussed in required pre-construction meeting.

Does not include repair of any underground utilities.

Safety and Project Preparation:

If additional mobilizations are required due to site not being ready on the scheduled date, additional charges will incur.
Pricing subject to change if full scope of work is not approved.
Repairs may necessitate permits. The need for permits will be confirmed upon approval of the proposal. Please note that any associated permitting costs and fees will be charged additionally

Miscellaneous:

PaveConnect
NATIONAL PAVING SERVICES

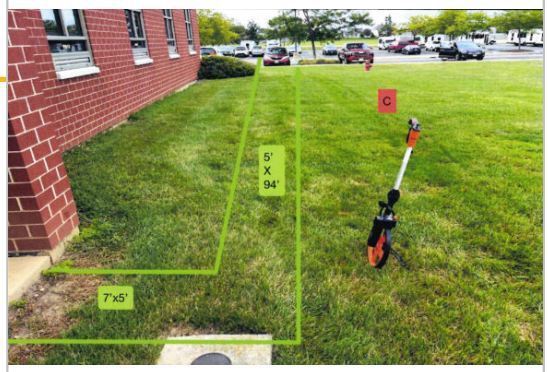
SCOPE OF WORK

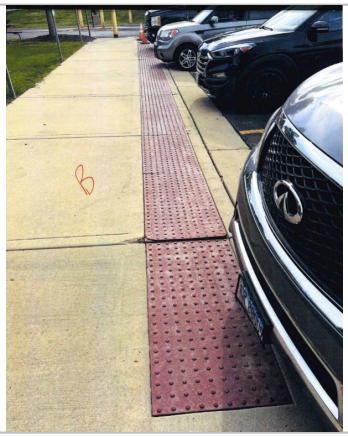
	Description	Quantity	Units	Unit Cost	Total Cost
1.	Area B	195	SF	$ 31.67	$ 6,175.65
2.	Area C	505	SF	$ 21.75	$ 10,983.75
3.	Area D	175	SF	$ 28.93	$ 5,062.75
4.					$ 0.00
5.					$ 0.00
6.					$ 0.00
7.					$ 0.00
8.					$ 0.00
9.					$ 0.00
10.					$ 0.00
11.					$ 0.00
12.					$ 0.00
13.					$ 0.00
14.					$ 0.00
15.					$ 0.00
16.					$ 0.00
17.					$ 0.00
18.					$ 31,017.25
19.					$ 0.00
20.					
				Total :	
				Taxes & Fees* :	
				Base Bid Total :	

All applicable taxes included. See all terms, conditions, & exclusions.

Base Bid Total: _____

PICTURES





Kris Costas kris.costas@roofconnect.com 717-571-9088

PICTURES

Kris Costas kris.costas@roofconnect.com 717-571-9088

PAYMENT TERMS

Sche **eimbursement**

_____100%___ upon delivery of materials
_____ ___ upon substantial completion of project
_____ due upon acceptance and issuance of warranty

Notes: The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

PaveConnect
NATIONAL PAVING SERVICES

ACCEPTANCE OF TERMS

As authorized representative of _____, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐

Accepted By:

Name: _____

Signature: _____

Approval Date: _____

Approved Contract Amount: _____

Purchase Order Number: _____

PROJECT AGREEMENT TERMS AND CONDITIONS

1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.

2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.

3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.

4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can not legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.

6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.

7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as

PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directory and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars ($25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance wilt not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered

PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by, the laws of the State in which the project is completed.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in the state in which the project is completed. Customer agrees to the joiner of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Review and approve motion to forward to County Board of a Snow & Ice Removal Service Contract with Cox Landscaping

Prepared by: Luke Prisco

Department: Facilities Management

Action Requested:

Review and approve motion to forward to County Board

Board/Committee Review:

N/A

Fiscal impact:

The cost of the 5-year Snow & Ice Removal Service Contract with Cox Landscaping will be as follows: Year 1 $60,150; Year 2 $60,150; Year 3 $63,160; Year 4 $63,160; Year 5 $63,160.

The Cox Landscaping contract will be a one (1) year contract that can be renewed for up to four (4) consecutive one-year terms. Pricing is a seasonal lump sum from November 15th – March 15th that includes salting services. Bid tabulation is in the KC Snow Removal ITB Backup document that is attached.

Background and Discussion:

1. Bid Process/Recommendation

   The Kendall County Snow & Ice Removal ITB was put out to Bid on September 4, 2025. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 8 contractors were responsive and attended our mandatory Pre-Bid walkthrough on September 11, 2025. Ultimately, at the bid opening date of September 25, 2025, we received 6 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Recommendation document. The lowest responsive and responsible bidder was Cox Landscaping.

   Facilities Management has conducted a project scope review with Cox Landscaping to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed the project scope review sheets in full. Facilities Management also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that Cox Landscaping be awarded the Snow &

Ice Removal service contract for Option B seasonal lump sum pricing. Kendall County reserves the right to end this 5-year contract at any time with thirty (30) days notice.

2. Snow Removal & Ice Scope of Work and Backup:

Snow Removal cost for the 2024-2025 seasonal lump cost was $41,500. The following factors account for the increase in cost for the new Service Contract:

- Snow plowing above 1" is to occur at 8 out of 10 of the County's buildings (excluding Highway and Firehouse). **Previous contract was 7 buildings.**
- Public Safety Center, Animal Control, and Coroner's/Facilities will be maintained 24/7. **Previous contract did not have animal control or Coroner's/Facilities maintained 24/7.**
- Salting to occur for parking lots and main drives below 1" of snow fall and refreeze. **Previous contract did not require contractor to come out below 2".**
- Plowing now starts at 1". **Previous Contract was 2".**
- If per push is needed, New Contract utilizes the National Weather Service's station to provide snowfall measurements for billing purposes. **Previous Contract relied on visual agreement between contractor and county.**

Facilities has chosen the seasonal pricing option in lieu of the per push pricing to assess the effect the above added scope has on the contractor in the first year of the contract.

Staff Recommendation:

Review and approve motion to forward to County Board

Attachments:

KC Snow Removal ITB Backup

Vendor Name/ Address	Artic Snow and Ice	Langton Group	Stonehill Landscaping	Winer Services	Snow Systems	Winneger Excavating Inc	Semper Fi	Cox Landscaping
Exhibit A – Bid Submission	Yes	Yes	No Bid	No Bid	Yes	Yes	Yes	Yes
Exhibit B – Bid Form/Bid Bond	Yes	Yes			Yes	Yes	Yes	Yes
Year 1:Seasonal Option A	$91,350	$238,465			$66,000	$63,380	$101,865.50	$65,910
Year 1:Seasonal Option B	$86,782	$238,465			$66,000	$58,480	$101,865.50	$60,150
Year 2:Seasonal Option A	$94,090	$250,388.25			$66,000	$66,549	$104,920	$65,910
Year 2:Seasonal Option B	$89,385	$250,388.25			$66,000	$61,404	$104,920	$60,150
Year 3:Seasonal Option A	$96,090	$262,907.66			$66,000	$69,876	$108,070	$68,450
Year 3:Seasonal Option B	$92,066	$262,907.66			$66,000	$64,474	$108,070	$63,160
Year 4:Seasonal Option A	$98,972	$276,053.05			$69,999	$73,369	$111,312	$68,450
Year 4:Seasonal Option B	$94,827	$276,053.05			$69,999	$67,697	$111,312	$63,160
Year 5:Seasonal Option A	$101,940	$289,855.70			$69,999	$77,037	$114,650.50	$68,450
Year 5:Seasonal Option B	$97,671	$289,855.70			$69,999	$71,081	$114,650.50	$63,160

Cox Landscaping	Cost Plowing + Salt:
Year 1	$60,150.00
Year 2	$60,150.00
Year 3	$63,160.00
Year 4	$63,160.00
Year 5	$63,160.00
Total Cost	$309,780.00

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Tyler Munis Cloud Contract

Prepared by: Matthew Kinsey

Department: ICT

Action Requested:

Approval of Tyler Technologies EERP SaaS contract through the Sourcewell cooperative purchasing contract (#060624-TTI) at a total cost of $159,087.

Board/Committee Review:

N/A

Fiscal impact:

$159,087.

Background and Discussion:

The County currently operates the Tyler Munis ERP system in an on-premise environment, which requires significant infrastructure, maintenance, and staffing resources. In line with Tyler Technologies' product roadmap and industry best practices, the County is pursuing migration to a Software-as-a-Service (SaaS) model. Moving to the cloud will provide increased system reliability, enhanced security, improved disaster recovery, and access to regular updates and new functionality without the burden of maintaining local servers. This transition aligns with the County's long-term technology strategy to modernize critical business systems, reduce risk, and improve operational efficiency.

Staff Recommendation:

Staff recommends approval of this contract as it was currently planned for FY25 in the Treasurer's budget.

Attachments:

Please see attached quote.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 132984;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

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. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, 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 the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"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 or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. 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.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. 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;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. 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.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of

the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

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 our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. 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 their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
   6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
   6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. 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. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
   6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. 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. 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 vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to

our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-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, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform 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 reasonable 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. All of our employees undergo 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 certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably

required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. 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;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you.

Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of 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 independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – 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 F(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.
   1.3. 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:
      1.3.1. procure the right to continue its use;
      1.3.2. modify it to make it non-infringing; or
      1.3.3. replace it with a functional equivalent.

      We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
   1.4. 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 (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of 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 (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) 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. **<u>LIMITATION OF LIABILITY</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) 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 F(1) AND F(2).**

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. 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. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Performance Issues and Dispute Resolution</u>.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. 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 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.

3. 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.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. 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.

9. 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.

10. 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, or implied. 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 in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. 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.

12. 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.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. 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: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. 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:

i. 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;
ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
iii. a party receives from a third party who has a right to disclose it to the receiving party; or
iv. 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.

17. 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.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. 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.

20. 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. In such cases, 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.

21. 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.

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

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

Tyler Technologies, Inc.	Kendall County, Illinois
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. 7701 College Boulevard Overland Park, KS 66210 Attention: Chief Legal Officer	Address for Notices: Kendall County 111 W Fox Road Yorkville, IL 60560 Attention: _____

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Joe Parent
Quote Expiration:	12/31/25
Quote Name:	Kendall County EERP SaaS Migration
Quote Description:	SaaS Migration- Sourcewell # 132984
Saas Term	1.00

Sales Quotation For:
KENDALL COUNTY, IL
TREASURER
YORKVILLE IL 60560-1621

Shipping Address:
Kendall County
111 W Fox Rd
Yorkville IL 60560-1621

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	$ 30,618.00
Accounts Payable	1	0	$ 8,519.00
Budgeting	1	0	$ 8,519.00
Capital Assets	1	0	$ 7,033.00
Cash Management	1	0	$ 5,861.00
Project & Grant Accounting	1	0	$ 5,861.00
Purchasing	1	0	$ 12,893.00
Human Resources Management			
Advanced Scheduling - Up to 500 Employees	1	0	$ 4,590.00
Advanced Scheduling Mobile Access	1	0	$ 2,525.00
Human Resources & Talent Management	1	0	$ 7,547.00
Payroll w/ESS	1	0	$ 9,205.00
Recruiting	1	0	$ 1,572.00
Time & Attendance - Up to 500 Employees	1	0	$ 7,751.00
Time & Attendance Mobile Access	1	0	$ 3,224.00
Revenue Management			

Accounts Receivable	1	0	$ 6,289.00
General Billing	1	0	$ 2,859.00
Content Management			
Content Manager Core	1	0	$ 11,435.00
Data Insights			
Enterprise Analytics and Reporting - Legacy License	1	0	$ 6,175.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	$ 6,035.00
Recurring Services			
Data Access Services	1	0	$ 3,000.00
TOTAL		**0**	**$ 151,511.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	$ 7,453.00	$ 7,453.00	$ 0.00	$ 0.00
Project Planning Services	1	$ 7,576.00	$ 0.00	$ 7,576.00	$ 0.00
TOTAL				**$ 7,576.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 151,511.00
Total Tyler Services	$ 7,576.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 7,576.00**	**$ 151,511.00**
Contract Total	**$ 159,087.00**	

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

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.

Per *Tyler's Contract with Sourcewell*, this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware.
Amazon Web Services (AWS) has provided a credit in the amount of $7,453 in sponsorship of your project.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

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

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

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

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

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.

Exhibit B
Invoicing and Payment Terms

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. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
   1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
   3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
   3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3. *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.
   3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
   3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, 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. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the first day of the SaaS Term.

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

Exhibit 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 related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (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 month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

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

c. Client Relief

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

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. 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.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

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

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

Exhibit D
Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: DebtBook End User License Agreement | Tyler Technologies. By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Purchase Nutanix Cluster and Licensing

Prepared by: Matthew Kinsey

Department: ICT

Action Requested:

Approval of purchasing Nutanix cluster and licensing utilizing a public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology for $188,181.07

Board/Committee Review:

Facilties and Technology approved

Fiscal impact:

FY 26 Capital $188,181.07.

Background and Discussion:

The County's current Nutanix hardware cluster, which supports critical virtualization and infrastructure workloads, is nearing the end of its life, with licensing expiring at the start of FY26. To avoid disruption and maintain support coverage, it is necessary to replace the hardware with current-generation technology. Although this project is formally requested in the FY26 Capital Improvement Plan, early approval through committee review is needed to ensure procurement and installation can occur in the first week of Q1 FY26. This timing will enable a seamless transition, prevent licensing gaps, and ensure the continued compliance and reliability of core County systems.

Staff Recommendation:

Staff recommends approval to proceed with the purchase of the replacement Nutanix hardware cluster contingent upon adoption of the FY26 budget

Attachments:

Please see attached quote.

PRESIDIO

QUOTE: 2003525114687-02

DATE: 09/23/2025

TO:
Kendall County Technology Services
Matthew Kinsey
111 West Fox Street
Yorkville, IL 60560

mkinsey@co.kendall.il.us
(p) 630-553-8881
(f) (630) 553-9506

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
225 West Washington
Suite 1450
Chicago, IL 60606

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO:
Kendall County Technology Services

111 West Fox Street
Yorkville, IL 60560

SHIP TO:
Kendall County

811 West John Street
Yorkville, IL 60560

Customer#: KENDA005
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: KCTS - Nutanix Renewal Due 1/22/2026

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
Nutanix Renewal					
1	RSW-NCI-PRO-PR	Subscription Renewal, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Comments:** Serial #: 24SW000372192, LIC-02480662 1/23/2026-1/22/2027 **Serial #s:** 24SW000372192, LIC-02480662	$393.79	96	$37,803.84
2	RS-HW-PRD-ST	24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Serial #s:** 20SM3F360007	$1,147.53	1	$1,147.53
3	RS-HW-PRD-ST	24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Serial #s:** 20SM3F360011	$2,004.59	1	$2,004.59
			Total (Nutanix Renewal):		**$40,955.96**
4	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core	$1,104.67	72	$79,536.24
5	TERM-MONTHS	Term in months	$0.00	36	$0.00
6	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	$1,472.01	3	$4,416.03
7	SUPPORT-TERM	Support Term in Months	$0.00	36	$0.00
8	PLATFORM INTEGRATION	Platform Integration Fee	$0.00	1	$0.00
9	NX-1175S-G9-6542Y-CM	NX-1175S-G9, 1 Node; 1x Intel Xeon-Gold 6542Y processor (2.9 GHz/ 24-core/ 250W,Emerald Rapids) per node	$7,999.56	3	$23,998.68

10	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHz DDR5 RDM)	$397.69	24	$9,544.56
11	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD	$2,063.13	12	$24,757.56
12	C-SSD-NONE-CM	No SSD as part of the system configuration	$0.00	3	$0.00
13	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included	$436.23	6	$2,617.38
14	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord	$20.56	6	$123.36
15	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned	$77.10	3	$231.30
			Total ():		**$145,225.11**

Sub Total:	**$186,181.07**
Shipping:	**$2,000.00**
Grand Total:	**$188,181.07**

Presidio Terms of Sale
Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.
Acceptance of Third-Party Terms
Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at https://www.presidio.com/supplier-terms and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.
Master Agreements
If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.
Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
• The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.
Invoicing
• CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT, Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.
Freight, Handling, Shipping
• CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
Warranty and Limitation of Liability
• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.
Return Policy
• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.
Cancellation Policy
• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.
Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.
Software terms
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..
• Delivery of software licenses may be accomplished electronically from the software developer.
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.
Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders
• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or

Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

_____ _____

Customer Signature Date

Kendall County Agenda Briefing

Meeting Type: Facilities and Technology

Meeting Date: 10/6/2025

Subject: Discussion regarding printing capabilities

Prepared by: Meagan Briganti

Department: GIS

Action Requested:

Approval

Board/Committee Review:

Click or tap here to enter text.

Fiscal impact:

Increased savings to plotter and printer lines

Background and Discussion:

Request is to remove all in-house wide-format printing at the GIS Department and support a local printing business, as, in-house wide-format printing is not economical. Through a cost analysis, Kendall Printing comes out to ~40% cheaper, due to economies of scale and direct access to suppliers.

There would be no impact to public or internal requests. We will still provide our $60 per hour custom map making and provide the PDF upon payment (if public).

Staff Recommendation:

GIS Staff recommends approval.

Attachments: