

**Wabasha County**  
**Board of Commissioners**  
**Meeting Agenda**  
**April 5, 2022**  
**9:00 a.m.**

**Agenda Item:**

1.0 **Call to Order**

- Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 **Pledge of Allegiance**

3.0 **Roll Call** (Goihl, Key, Springer, Walkes, Wobbe)

4.0 **Approve Agenda**

5.0 **Staff Updates**

- Kyle Jerviss, IT Director

6.0 **Administrator Update**

- Anniversaries:
  - a. Heather Bowen, Social Services, 5 Years of Service
  - b. Erik Rollie, Sheriff's Department, 10 Years of Service
  - c. Shannon Van Allen, Finance, 5 Years of Service
  - d. Heidi Young, Social Services, 10 Years of Service

7.0 **Citizen Involvement** MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.

8.0 **Public Forum**

- Sign-up for the public forum will be done prior to the beginning of the meeting.
- No personal attacks to persons present or not.
- No inflammatory language used during time that you have the platform.
- Thank you for participating in County government.

9.0 **Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

- A. Minutes: March 15, 2022
- B. Claims
- C. Per Diems
- D. Meal Vouchers
- E. **Administration:** Adopt County Personnel Act (2022-062)
- F. **Emergency Mgmt:** Approve 2021 Emergency Management Performance Grant Agreement (2022-063)
- G. **Highway:** Approve Hwy 27 Grant Agreement (2022-064)
- H. **Highway:** Accept and Award Bid to Danckwart Landscaping, LLC. (2022-065)
- I. **IT:** Approve System i Replacement (2022-066)
- J. **IT:** Approve Purchase of Servers and Parts (2022-067)
- K. **IT:** Approve Purchase of Investigator MDTs (2022-068)
- L. **Public Health:** Approve purchase of Audio Visual Equipment (2022-069)
- M. **SWCD:** Approve Final Financial Reports for Natural Resource Block Grants (2022-070)

10.0 **Action/Discussion Items**

- A. **Public Hearing 9:15 am:** Redistricting
- B. **A/T:** Approve Tyler Technologies Financial Documents (2022-071)
- C. **A/T:** Appoint Two (2) Commissioners to Canvass Board
- D. **Zoning:** Approve Contract Extension with La Crosse Solid Waste (2022-072)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess to County Road Tour**

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**MINUTES - REGULAR MEETING – TUESDAY, MARCH 15, 2022**

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The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, March 15, 2022 at 9:00 a.m.

03/15/22

The meeting was called to order by Board Chairperson Goihl.

CALL TO ORDER

The following Commissioners were present: Goihl, Key, Springer, Walkes, Wobbe

ROLL CALL

WALKES-KEY

Motion to approve the agenda after removing Item 10.0 B from the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

Administrator Updates:

STAFF UPDATES

Public Forum:

SPRINGER-WALKES

ADMINISTRATOR UPDATES

Motion to approve the consent agenda including the following:

Minutes: March 1, 2022

Claims

Meal Vouchers

Per Diems

APPROVE CONSENT AGENDA

Resolution No.: 2022-056

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Jail Administrator is authorized to hire an additional Correctional Officer. This position will be on Grade 8 of the Wabasha County Salary Scale.

RES 2022-056:  
AUTHORIZED TO HIRE CORRECTIONAL OFFICER

Resolution No.: 2022-057

Resolution Establishing Absentee Ballot Board, Mail Ballot Board and UOCAVA Ballot Board

Whereas, that the Wabasha County Board of Commissioners, hereby authorize the establishment of an Absentee Ballot Board, Mail Ballot Board and UOCAVA(Uniformed and Overseas Citizens Absentee Voting Act) Ballot Board under Chapter 203B, 121, Subd 1 and 203B.23 of 2016 Minnesota Statutes, pertaining to Ballot Boards, and

RES 2022-057:  
ESTABLISHED COUNTY BALLOT BOARD(S)

Whereas, that these Boards will meet on an as needed basis when called by a Wabasha County Auditor/Treasurer during the 45 calendar days prior to each election, and

Whereas, this board will bring uniformity in the processing of accepting or rejecting returned Absentee Ballots, Mail Ballots and UOCAVA Ballots, and

Whereas, the Absentee Ballot Board, Mail Ballot Board and UOCAVA Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of ballots;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, The Wabasha County Board of Commissioners establish an Absentee Ballot Board, Mail Ballot Board and UOCAVA Ballot Board that would consist of sufficient judges as provided in section 204B.19 to 204B.22 or deputy auditors to perform the task and appoints the following election officials on the boards for 2022:

Rhonda Otto  
Sue Halverson

Kathi Wallerich  
Helen Hartzell  
Francie Warren-only special elections

Resolution No.: 2022-058

Whereas, Fitzgerald Excavating & Trucking Inc. is the lowest responsible bidder for SAP 079-605-016.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of and hereby awards a contract to Fitzgerald Excavating & Trucking Inc. for SAP 079-605-016 in the amount of \$160,026 and that the County Engineer is hereby authorized to execute a Contract with Fitzgerald Excavating & Trucking Inc. for this work.

Resolution No.: 2022-059

Whereas, Wabasha County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for replacement of Bridge 93400 on County State Aid Highway 5 under S.A.P. 079-605-016, and

Whereas, the Commissioner of Transportation has given notice that funding for this Project is available, and

Whereas, the amount of the grant has been determined to be \$68,882.50 by reason of the lowest responsible bid.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Wabasha County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes; 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for this bridge but not required.

Be it Further Resolved by the Wabasha County Board of Commissioners that that the Wabasha County Engineer is hereby authorized to execute the attached Local Bridge Replacement Program Grant Agreement MnDOT No. 1049365 and any amendments of such on behalf of Wabasha County.

Resolution No: 2022-060

Resolution Authorizing the purchase of a 2021 Dodge Durango  
And authorization for Auditor's Warrant

Whereas, the Wabasha County Sheriff's Office is requesting to purchase one (1) 2021 Dodge Durango at a cost of \$42,025.00 per attached quote from John Jones of Salem, IN, and;

Whereas, this vehicle is a replacement purchase due to a traffic crash that occurred on February 19, 2022 in reference to Wabasha County Sheriff's Office ICR 22-819 and MCIT claim #22PC0174 involving a 2016 Ford Explorer bearing VIN #1FM5K8ARXGGC61838 (Squad #11963), and;

Whereas, the money for the purchase, which includes vehicle, installation, equipment, equipment removal, delivery, and licensing/title fees, will be paid from Insurance proceeds, Squad Replacement Funds, and Capital equipment fund as follows:

Insurance proceeds - \$14,171  
Squad Replacement Fund - \$10,890  
Capital Equipment (undesignated) - \$25,000

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Auditor is authorized to issue an Auditor's Warrant for the purchase of one (1) 2021 Dodge Durango to John Jones of Salem, IN.

Be it Further Resolved by the Wabasha County Board of Commissioners that the total cost for the vehicle, installation, equipment, equipment removal, delivery, and licensing/title fees will not exceed \$50,000.00.

RES 2022-058:  
ACCEPTED AND  
AWARDED BID  
TO FITZGERALD  
EXCAVATING &  
TRUCKING

RES 2022-059:  
APPROVED  
COUNTY  
HIGHWAY 5  
GRANT  
AGREEMENT

RES 2022-060:  
APPROVED  
PURCHASE OF  
2021 DODGE  
DURANGO

Be it Further Resolved by the Wabasha County Board of Commissioners that funding of the purchase will come from Insurance proceeds, Squad Replacement Funds, and Capital Equipment (undesignated) funds as indicated above.

Adopted Unanimously

WALKES-SPRINGER

Resolution No.: 2022-061

Whereas, Ag Partners submitted a CUP/IUP application requesting an amendment to an existing CUP issued on August 2, 2016 for an agronomy center on parcel R02.00208.06 located in Section 23, Township 108 North, Range 12 West, Town of Elgin (27594 Co. Rd. 25); and

Whereas, The Wabasha County Planning Commission conducted a public hearing on February 28, 2022 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 4-0) that the Wabasha County Board of Commissioners approve a Conditional Use Permit for the request with three conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves an amendment to the existing CUP issued on August 2, 2016 on parcel R02.00208.06 with three conditions as follows:

1. A Conditional Use Permit is granted for an amendment to the original CUP issued on August 2, 2016.
2. The project shall be undertaken only in accordance with the revised plans and specifications as submitted in the application or as outlined in these conditions.
3. The proposed structures must adhere to all other requirements of the Wabasha County Zoning Ordinance and a Building/Land Use Permit shall be obtained from Wabasha County before the start of construction.

Adopted Unanimously

Commissioners reported on meetings they attended

Board Concerns

KEY-SPRINGER

Motion to adjourn

Adopted Unanimously

**BOARD OF COUNTY COMMISSIONERS**  
WABASHA COUNTY, MINNESOTA

BY: \_\_\_\_\_  
Its Board Chair

ATTEST:

BY: \_\_\_\_\_  
Its Board Clerk

RES 2022-061:  
APPROVED AG  
PARTNERS CUP  
AMENDMENT  
REQUEST

COMMISSIONER  
REPORTS

BOARD  
CONCERNS

ADJOURN

**WABASHA COUNTY  
BOARD MEETING  
5-Apr-22**

**AUDITOR'S WARRANTS**

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
3/4-3/10		52770-52787	\$ 526,162.02
3/11/2022	12429-12436	52788-52807	\$ 26,175.95
3/11-3/17		52808-82816	\$ 19,618.23
3/18/2022	12437-12469	52817-52878	\$ 125,231.22
3/18-3/24		52927-52952	\$ 330,228.19
3/25/2022	12505-12513	52953-52975	\$ 47,478.25

**TOTAL AUDITOR'S WARRANTS**

**\$ 1,074,893.86**

**MEAL VOUCHERS**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Tomlinson, Brenda	3/4/2022	\$ 10.00
Schmidt, Callie	3/2/2022	\$ 9.00
Schmidt, Callie	3/2/2022	\$ 10.73
Bartsh, Rodney	3/23/2022	\$ 10.00
Warren, Jim	3/23/2022	\$ 10.00

**TOTAL MEAL VOUCHERS**

**\$ 49.73**

**TAXABLE UNIFORM ALLOWANCE**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
<b>TOTAL UNIFORM ALLOWANCE VOUCHERS</b>		<b><u>\$ -</u></b>

**WABASHA COUNTY  
BOARD MEETING  
5-Apr-22**

**PER DIEM PAYMENT REQUEST**

<b><u>COMMISSIONER</u></b>	<b><u>DATE</u></b>	<b><u>COMMITTEE</u></b>	<b><u>AMOUNT</u></b>
Goehl, Brian	3/15/2022	Human Services Board Meeting	\$ 50.00
			<b><u>\$ 50.00</u></b>
Key, Cheryl	3/15/2022	Human Services Board Meeting	\$ 50.00
			<b><u>\$ 50.00</u></b>
Springer, Don	3/15/2022	Human Services Board Meeting	\$ 50.00
			<b><u>\$ 50.00</u></b>
Walkes, Robert	2/28/2022	Planning Commission Meeting	\$ 50.00
	3/15/2022	Human Services Board Meeting	\$ 50.00
			<b><u>\$ 100.00</u></b>
Wobbe, Mike	02/07/22	Hiawatha Valley Mental Health Meeting	\$ 50.00
	02/10/22	Hiawtha Transit Meeting	50.00
	02/28/22	Dab Meeting	50.00
	3/15/2022	Human Services Board Meeting	\$ 50.00
			<b><u>\$ 200.00</u></b>
<b>TOTAL PER DIEMS REQUESTED</b>			<b><u>\$ 450.00</u></b>

(1) Any claim for a per diem payment must be based on documented activities by a commissioner that constitutes:

- The duties of office, including work on committees (under the direction of the board); or
- Individual service required by law

Committee work may include information gathering activities as well as liaison activities. Board or committee minutes should confirm three aspects of the activity as committee work

- That a matter is before the board or committee that necessitates the activity
- The activity has been authorized by the board or committee; and
- The commissioner has reported to the board of the committee the results of the information gathering or liaison activities

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date:

April 5, 2022

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Agenda Item:

Adoption of the County Personnel Act

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Requested Action:

Adoption of the County Personnel Act

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Fiscal Impact:

To Be Determined

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Background/Recommendation:

On July 23, 2021, Human Resources notified the Department of Human Services that Wabasha County was inquiring as to the process of withdrawing from the Minnesota Merit System. Counties can develop their own merit systems, provided that they are in compliance with federal regulations. There is a certification process for counties requesting establishment of their own merit systems, and approval by DHS must occur before the county may operate its own system. Additionally, the County Personnel Act, Minnesota Statutes, sections 375.56-375.71, outlines the requirements for establishing a county personnel system. Wabasha County must be in compliance with the federal merit system requirements and also the terms of the County Personnel Act. To exit the Minnesota Merit System in January 2023, the Minnesota Merit System will need all materials and documents by December 31, 2021.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

# Wabasha County Board of Commissioners

## Resolution No.: 2022-062

**Whereas**, the County has notified the Department of Human Services of its desire to withdraw from the Minnesota Merit System; and

**Whereas**, to receive federal funds for various programs, the Minnesota Department of Human Services and local units of government must have systems of personnel administration that satisfies federal merit system standards; Minnesota Statute 256.12; and

**Whereas**, the County Personnel Act, Minnesota Statute Sections 375.56 through 375.71 satisfies the federal merit system standards;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, The County Personnel Administration System, pursuant to Minnesota Statute Section 375.56 through 375.71 be established effective April 5, 2022; and

**Be it Further Resolved** duties of Personnel Director, pursuant to Minnesota Statutes Section 375.59 are assigned to the County Human Resources Generalist, effective April 5, 2022.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk



# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

**Date:**

April 5, 2022

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**Agenda Item:**

Board approve and sign the 2021 Emergency Management Performance Grant (EMPG) agreement

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**Requested Action:**

Board approve and sign the 2021 Emergency Management Performance Grant (EMPG) agreement

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**Fiscal Impact:**

Wabasha County has been awarded \$20,165 in EMPG funds.

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**Background/Recommendation:**

Every year Wabasha County receives EMPG grant funds to assist with the expenses of the County Emergency Management Office. Paperwork backlog due to COVID response has resulted in this grant agreement only recently becoming available. It is a 50% matching grant. Recommendation to the Board is to approve and sign the grant agreement.

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**Action:**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_\_

Vote Nay:\_\_\_\_\_

No action required:\_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-063**

**Whereas**, Wabasha County has applied for and been granted \$20,165 to apply toward expenses associated with the Wabasha County Emergency Management Office through the Emergency Management Performance Grant, and

**Whereas**, said grant is a 50% matching grant that is awarded through the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, and

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, Wabasha County enter into an Agreement with the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, by the 2021 Emergency Management Performance Grant Contract.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk



<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	<b>Grant Program:</b> 2021 Emergency Management Performance Grant  <b>Grant Contract Agreement No.:</b> A-EMPG-2021-WABASHCO-083
<b>Grantee:</b> Wabasha County 625 Jefferson Avenue Wabasha, MN 55981-1557	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 01/01/2021 <b>Expiration Date:</b> 09/30/2022
<b>Grantee’s Authorized Representative:</b> Wabasha County Emergency Management ATTN: Brenda Tomlinson – Emergency Management Director 625 Jefferson Avenue Wabasha, MN 55981-1557 Phone: 651-565-3069 E-mail: btomlinson@co.wabasha.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 20,165.00  Matching Requirement \$ 20,165.00
<b>State’s Authorized Representative:</b> Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2021-EP-00011 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2021 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No. A-EMPG-2021-WABASHCO-083 / PO# 3000077524

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

**2021 (EMPG) Emergency Management Performance Grant**

**Budget Summary (Report)**

**Organization:**  
Wabasha County

**EXHIBIT A**  
**A-EMPG-2021-WABASHCO-083**

<b>Budget</b>		
<b>Budget Category</b>	<b>Award</b>	<b>Match</b>
Planning		
Equipment to enhance EM program	\$1,200.00	\$0.00
Operating costs for EM Department	\$1,000.00	\$1,200.00
<b>Total</b>	<b>\$2,200.00</b>	<b>\$1,200.00</b>
Training		
Conferences and Training	\$840.00	\$0.00
<b>Total</b>	<b>\$840.00</b>	<b>\$0.00</b>
Organization		
EM Dept Wages and Fringe Benefits	\$17,125.00	\$18,965.00
<b>Total</b>	<b>\$17,125.00</b>	<b>\$18,965.00</b>
<b>Total</b>	<b>\$20,165.00</b>	<b>\$20,165.00</b>
<b>Allocation</b>	<b>\$20,165.00</b>	<b>\$20,165.00</b>
<b>Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

**Date:**

April 5, 2022

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**Agenda Item:**

County Hwy 27 Grant Agreement

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**Requested Action:**

Consider adoption of Resolution No. 2022-064 agreeing to the terms and conditions of the grant agreement from the Minnesota State Transportation Fund, for participation in costs of construction of a concrete box culvert on County Highway 27

\*\*\*\*\*

**Fiscal Impact:**

Without this agreement, the County cannot receive the State Transportation Grant in the amount of \$89,055. The funds under this agreement have been approved and are available for only this project.

\*\*\*\*\*

**Background/Recommendation:**

The funding provided by this Grant are necessary for construction of a concrete box culvert where a deteriorating large metal culvert currently exists and is planned to be replaced. The amount of funding from the Grant will cover 50% of costs associated with the bridge/culvert work.

The Wabasha County Engineer recommends adoption of Resolution 2022-064.

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**Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-064**

**Whereas**, Wabasha County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for replacement of Bridge 92428 on County State Aid Highway 27 under S.A.P. 079-627-010, and

**Whereas**, the Commissioner of Transportation has given notice that funding for this Project is available, and

**Whereas**, the amount of the grant has been determined to be \$89,055 by reason of the lowest responsible bid.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, Wabasha County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes; 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for this bridge but not required.

**Be it Further Resolved by the Wabasha County Board of Commissioners that** that the Wabasha County Engineer is hereby authorized to execute the attached Local Bridge Replacement Program Grant Agreement MnDOT No. 1049801 and any amendments of such on behalf of Wabasha County.

Adopted this 5<sup>th</sup> day of April 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

**STATE OF MINNESOTA  
LOCAL BRIDGE REPLACEMENT PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:  
County of Wabasha  
821 Hiawatha Drive West  
Wabasha, MN 55981

Contact: Dietrich Flesch, Wabasha County Engineer

## **RECITALS**

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1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

## **AGREEMENT TERMS**

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### **1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

### **2 Grantee's Duties**

- 2.1 Grantee will conduct one of more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

### **3 Time**

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.



## 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$89,055.00.

## 4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
  - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
  - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
  - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
    - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
    - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
    - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
  - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
  - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese, Programs Engineer  
MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Dietrich Flesch  
Wabasha County Engineer  
821 Hiawatha Drive West  
Wabasha, MN 55981  
[dflesch@co.wabasha.mn.us](mailto:dflesch@co.wabasha.mn.us)

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13 Termination; Suspension

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance

of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**[The remainder of this page has intentionally been left blank.]**

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Wabasha County Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LBRP</b>	
LBRP MVLST Grant	\$89,055.00	<b>MVLST Grant Funds:</b>	
Other:		Bridge Construction	\$89,055.00
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$89,055.00	Subtotal	\$89,055.00
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
Matching Funds		<b>LBRP General Fund</b>	
Local Match	\$119,770.00	<b>Grant Funds:</b>	
Other:		Bridge Construction,	\$119,770.00
_____	\$ _____	Approach grading	
_____	\$ _____	Turf Establishment	
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$119,770.00	Subtotal	\$119,770.00
<b>TOTAL FUNDS</b>	<b>\$208,825.00</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$208,825.00</b>

**EXHIBIT B**  
GRANT APPLICATION





# APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation  
State Aid for Local Transportation

Identification	Project Number	<u>SAP 079-627-010</u>	Old Bridge Number	<u>92428</u>
	New Bridge No.	<u>79J73</u>	Over	<u>West Indian Creek</u>
	County of	<u>Wabasha</u>	Road or Street No.	<u>CSAH 27</u>
	Township of	<u>Plainview</u>	Road or Street Name	<u>CSAH 27</u>
	Municipality of	<u>NA</u>	Proposed Const Year	<u>2022</u>
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Eligibility	Local Bridge Planning Index (LPI) <u>48</u>			
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>8</u> Waterway Adequacy <u>8</u>			
	Date of Council/Board action prioritizing this bridge <u>1/4/2022</u>			
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Prioritization	How many people are affected by this deficiency? <u>2000+</u> What is the ADT on this bridge? <u>970(2018)</u>			
	Describe the economic importance of replacing this bridge.			
	CSAH 27 is a farm to market route, and a major collector			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	(Attach additional sheets for explanation if necessary)			
Cost Estimate			Eligible Amount	Ineligible Amount
	Structure Costs	\$ 200,000	\$	
	Approach Costs	\$	\$ 40,000	
	Engineering Costs	\$	\$ 10,000	
	Total Costs	\$ 200,000	\$ 50,000	
	Total Project Cost		\$ 250,000	
	 _____ County/City Engineer		<u>1/15/2022</u> _____ Date	
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <u>X</u>	Defer _____	 _____ District State Aid Engineer Signature	Fausto Cabral 2022.01.20 13:23:27 -06'00' _____ Date
Approval	STATE AID USE ONLY		Federal-Aid	\$
			State-Aid	\$
			Local/Other	\$
			Town Bridge	\$
			Unallocated Town Bridge	\$
			State Bridge Funds	\$
			Total	\$

**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

April 5, 2022

\*\*\*\*\*

Agenda Item:

Accept Bid and Award Contract – SAP 079-627-010

\*\*\*\*\*

Requested Action:

Consider adoption of Resolution No. 2022-065 accepting the bid of and awarding a contract to Danckwart Landscaping LLC. for SAP 079-627-010 – concrete box culvert on County Hwy 27 northeast of Plainview

\*\*\*\*\*

Fiscal Impact:

Total of \$208,825 of which:

\$89,055 State Bridge funds

\$119,770 County State Aid Construction Account funds

\*\*\*\*\*

Background/Recommendation:

Project is for replacement of a large metal culvert with a precast concrete box culvert on County Hwy 27. The abstract of bids is attached. Construction may occur in late summer or early fall 2022, or possibly 2023 as allowed in the project specifications.

The Wabasha County Engineer recommends adoption of Resolution 2022-065.

\*\*\*\*\*

Action:

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_\_

Vote Nay:\_\_\_\_\_

No action required:\_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-065**

**Whereas**, Danckwart Landscaping LLC is the lowest responsible bidder for SAP 079-627-010.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners** that Wabasha County hereby accepts the bid of and hereby awards a contract to Danckwart Landscaping LLC for SAP 079-627-010 in the amount of \$208,825 and that the County Engineer is hereby authorized to execute a Contract with Danckwart Landscaping LLC for this work.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

SAP 079-627-010 abstract of bids																	
Bid Opening 3/23/2022 at 10:00am																	
				Engineer's Estimate		Danckwart Landscaping LLC		Bennett & Sons		Fitzgerald Excavating & Trucking Inc		Schumacher Excavating Inc		Minnowa Construction Inc.		Alcon Excavating	
			Estimated Quantities		Amounts		Amounts		Amounts		Amounts		Amounts		Amounts		Amounts
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2021.501/00010	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00
2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	48	\$5.00	\$240.00	\$6.00	\$288.00	\$3.00	\$144.00	\$5.00	\$240.00	\$3.00	\$144.00	\$5.00	\$240.00	\$13.95	\$669.60
2104.504/00120	REMOVE BITUMINOUS PAVEMENT	SQ YD	334	\$5.00	\$1,670.00	\$5.00	\$1,670.00	\$6.00	\$2,004.00	\$4.00	\$1,336.00	\$5.00	\$1,670.00	\$3.50	\$1,169.00	\$5.75	\$1,920.50
2105.607/00015	COMMON EXCAVATION	CU YD	979	\$7.00	\$6,853.00	\$9.00	\$8,811.00	\$8.00	\$7,832.00	\$9.00	\$8,811.00	\$5.00	\$4,895.00	\$5.50	\$5,384.50	\$9.80	\$9,594.20
2105.607/00290	SELECT GRANULAR BORROW (CV)	CU YD	211	\$15.00	\$3,165.00	\$20.00	\$4,220.00	\$18.25	\$3,850.75	\$18.00	\$3,798.00	\$20.00	\$4,220.00	\$11.00	\$2,321.00	\$21.75	\$4,589.25
2123.510/00080	3.0 CU YD SHOVEL	HOUR	5	\$150.00	\$750.00	\$150.00	\$750.00	\$150.00	\$750.00	\$50.00	\$250.00	\$200.00	\$1,000.00	\$50.00	\$250.00	\$150.00	\$750.00
2123.510/00130	DOZER	HOUR	5	\$150.00	\$750.00	\$150.00	\$750.00	\$150.00	\$750.00	\$50.00	\$250.00	\$200.00	\$1,000.00	\$50.00	\$250.00	\$110.00	\$550.00
2211.507/00170	AGGREGATE BASE (CV) (P) CLASS 5	CU YD	89	\$29.00	\$2,581.00	\$22.00	\$1,958.00	\$23.00	\$2,047.00	\$23.50	\$2,091.50	\$24.00	\$2,136.00	\$14.95	\$1,330.55	\$35.60	\$3,168.40
2211.507/00180	AGGREGATE BASE (CV) (P) CLASS 5 MODIFIED	CU YD	269	\$29.00	\$7,801.00	\$22.00	\$5,918.00	\$23.00	\$6,187.00	\$23.50	\$6,321.50	\$24.00	\$6,456.00	\$24.95	\$6,711.55	\$34.37	\$9,245.53
2412.502/14070	14X7 PRECAST CONCRETE BOX CULVERT END SECTION (15° LT)	EACH	2	\$20,000.00	\$40,000.00	\$26,000.00	\$52,000.00	\$25,921.00	\$51,842.00	\$23,800.00	\$47,600.00	\$25,300.00	\$50,600.00	\$33,500.00	\$67,000.00	\$30,565.00	\$61,130.00
2412.503/14070	14X7 PRECAST CONCRETE BOX CULVERT CLASS I	LIN FT	70	\$1,800.00	\$126,000.00	\$1,500.00	\$105,000.00	\$1,758.00	\$123,060.00	\$1,820.00	\$127,400.00	\$1,700.00	\$119,000.00	\$1,900.00	\$133,000.00	\$1,520.00	\$106,400.00
2442.501/00010	REMOVE EXISTING BRIDGE	LUMP SUM	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$5,300.00	\$5,300.00	\$1,725.00	\$1,725.00
2451.507/00120	AGGREGATE BACKFILL (CV) (P)	CU YD	59	\$40.00	\$2,360.00	\$20.00	\$1,180.00	\$23.00	\$1,357.00	\$20.00	\$1,180.00	\$23.00	\$1,357.00	\$11.00	\$649.00	\$34.20	\$2,017.80
2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	CU YD	145	\$40.00	\$5,800.00	\$25.00	\$3,625.00	\$24.00	\$3,480.00	\$20.00	\$2,900.00	\$25.00	\$3,625.00	\$19.95	\$2,892.75	\$33.00	\$4,785.00
2511.509/00013	RANDOM RIPRAP CLASS III	TON	26	\$45.00	\$1,170.00	\$45.00	\$1,170.00	\$27.90	\$725.40	\$30.00	\$780.00	\$28.00	\$728.00	\$23.50	\$611.00	\$53.50	\$1,391.00
2511.509/00014	RANDOM RIPRAP CLASS IV	TON	57	\$45.00	\$2,565.00	\$45.00	\$2,565.00	\$27.90	\$1,590.30	\$30.00	\$1,710.00	\$28.00	\$1,596.00	\$23.50	\$1,339.50	\$53.50	\$3,049.50
2511.509/00015	RANDOM RIPRAP CLASS V	TON	106	\$45.00	\$4,770.00	\$45.00	\$4,770.00	\$27.90	\$2,957.40	\$30.00	\$3,180.00	\$28.00	\$2,968.00	\$23.50	\$2,491.00	\$53.50	\$5,671.00
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	\$3,500.00	\$3,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$762.27	\$762.27
2573.503/00023	SILT FENCE; TYPE MS	LIN FT	200	\$4.00	\$800.00	\$3.00	\$600.00	\$2.00	\$400.00	\$2.00	\$400.00	\$4.00	\$800.00	\$2.55	\$510.00	\$3.00	\$600.00
2575.501/00020	TURF ESTABLISHMENT	LUMP SUM	1	\$4,000.00	\$4,000.00	\$850.00	\$850.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,350.00	\$1,350.00	\$660.00	\$660.00
2575.504/00325	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1200	\$4.00	\$4,800.00	\$2.00	\$2,400.00	\$2.00	\$2,400.00	\$2.25	\$2,700.00	\$2.00	\$2,400.00	\$3.10	\$3,720.00	\$2.55	\$3,060.00
				<b>TOTAL =</b>	<b>\$247,075.00</b>		<b>\$208,825.00</b>		<b>\$215,176.85</b>		<b>\$215,698.00</b>		<b>\$227,395.00</b>		<b>\$249,519.85</b>		<b>\$256,739.05</b>

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 I

Date:

April 5, 2022

\*\*\*\*\*

Agenda Item: System i replacement

\*\*\*\*\*

Requested Action: Purchase new IBM System i server

\*\*\*\*\*

Fiscal Impact: \$46,570 (planned capital expense)

\*\*\*\*\*

Background/Recommendation: Our System i server hosts our property assessment and tax systems, among other pieces of important and specialized software. Our current unit is showing some age, and has reached the point where escalating maintenance costs over the next 4 to 5 years would likely exceed the cost of a replacement unit.

Our needs for this server are modest, so we typically purchase the bare minimum configuration, or something very close to it.

IBM's official naming for this type of server has changed many times over the years. As far as I can tell, System i is currently the correct name for this product line. Some people might be more familiar with other names, like AS/400, or iSeries, or Power.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-066**

**Whereas**, Wabasha County operates an IBM System i server, which runs many very important software systems, and our current system is in need of replacement;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the IT Director is hereby authorized to spend capital funds to purchase a new System i server, including any necessary additional parts and professional migration services, for a total cost of not more than \$46,570.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

April 5, 2022

\*\*\*\*\*

Agenda Item: purchase of servers and parts

\*\*\*\*\*

Requested Action: authorize purchase of servers and parts to add, replace and upgrade servers

\*\*\*\*\*

Fiscal Impact: \$65,000 (planned capital expense)

\*\*\*\*\*

Background/Recommendation: The supply chain problems over the last few years have made it challenging to design, budget, order and build servers as complete units. Typically, by the time we are ready to purchase, one or more parts are no longer available and substitutions must be made. To preserve maximum flexibility, I am consolidating several replacements, upgrades and additions into a single resolution.

Based on prices and parts available today, this resolution is intended to replace our oldest virtual storage system, add a virtual server hosting machine, add two new authentication servers (part of our security reorganization), and extend the useful life of three current servers by upgrading RAM, CPU and/or storage.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_



**Wabasha County Board of Commissioners**

**Resolution No.: 2022-067**

**Whereas**, Wabasha County operates a fleet of servers, some of which need to be upgraded or replaced, and the IT department has identified the need for three additional servers to improve our security posture and to improve the capacity and resilience of our fleet as a whole;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the IT Director is hereby authorized to spend capital funds to purchase servers; parts to add, upgrade and/or replace servers; and other related parts, services and/or software, for a total cost of not more than \$65,000.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 K

Date:  
April 5, 2022

\*\*\*\*\*

Agenda Item: Investigator MDTs

\*\*\*\*\*

Requested Action: Purchase new MDTs and associated equipment

\*\*\*\*\*

Fiscal Impact: \$14,000 (capital funds)

\*\*\*\*\*

Background/Recommendation: This is the last batch of mobile data terminals (MDTs) from the previous generation. The replacement units can be docked in the car or office, and this project includes equipment for both.

\*\*\*\*\*

Action:

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_\_

Vote Nay:\_\_\_\_\_

No action required:\_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-068**

**Whereas**, Wabasha County Sheriff's Office uses rugged Mobile Data Terminals to provide access to law enforcement data systems in squad cars and other places, and needs to replace four of them;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the IT Director is hereby authorized to spend capital funds to purchase four Mobile Data Terminals and associated equipment, for a total cost of not more than \$14,000.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 L

**Date:**

April 5, 2022

\*\*\*\*\*

**Agenda Item:**

Approve Audio Visual Equipment for Public Health Departmental Operations Center

\*\*\*\*\*

**Requested Action:**

The Public Health Director recommends Approval of the Audio Visual Equipment purchase for Public Health Departmental Operations Center

\*\*\*\*\*

**Fiscal Impact:**

\$16,421.42 (funded by Radiation Reception Grant)

\*\*\*\*\*

**Background/Recommendation:**

Public Health has provided a request to DHS for Audio Visual Equipment for the Public Health Department Operations Center that will be shared with all County and City agencies for emergency response. The equipment will be used by both County and City staff, Law Enforcement, Fire Departments and EMS, Public Health staff, and DHS for their work on the Radiation Reception Center and emergency response.

\*\*\*\*\*

**Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-069**

**Whereas**, the Director of Public Health has provided a request to DHS for Audio Visual Equipment for the Public Health Department Operations Center that will be shared with all County and City agencies for emergency response; and

**Whereas**, the equipment will be used by both County and City staff, Law Enforcement, Fire Departments and EMS, Public Health staff, and DHS for their work on the Radiation Reception Center and emergency response; and

**Whereas**, the Director of Public Health recommends the purchase of the equipment;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, it approves the purchase of the audio visual equipment at a cost of \$16,421.42.

Adopted this 5<sup>th</sup> day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 M

Date:

April 5, 2022

\*\*\*\*\*

Agenda Item:

Final Financial Reports for Natural Resource Block Grants (NRBG)

\*\*\*\*\*

Requested Action:

Accept signed attached Financial Reports that have been returned to Wabasha County SWCD for attachment into the Board of Water & Soil Resources' (BWSR's) eLink reporting system.

\*\*\*\*\*

Fiscal Impact:

Continued NRBG allocations through BWSR

\*\*\*\*\*

Background/Recommendation:

NRBG funds are distributed through the County and follow BWSR guidelines as well as DNR and MPCA guidelines for implantation and reporting. Sewer and Septic Treatment Systems (SSTS) NRBG is administered by Wabasha County Public Health. The Shoreland NRBG is administered by Wabasha County Planning and Zoning. Local Water Management (LWM) and Wetland Conservation Act (WCA) are administered by the Wabasha County SWCD. Information provided by finance departments and department heads is entered as per BWSR requirements into the eLink reporting system by Wabasha County SWCD staff to report fund expenditures for each program. The documents are required attachment for the State reporting process.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

# Wabasha County Board of Commissioners

## Resolution No.: 2022-070

**Whereas**, annual reporting to the Board of Soil & Water Resources (BWSR) has been completed for the Natural Resource Block Grants (NRBG).

**Whereas**, The Natural Resource Block Grants include Septic Treatment Systems (SSTS), Shoreland, Local Water Management (LWM), and Wetland Conservation Act (WCA)

**Whereas**, funds have been reported expended completely from information provided for 2021 SSTS, 2021 Shoreland, 2021 WCA, and 2021 LWM using recorded expenditures provided to the reporting agent for the NRBG programs.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, The following Final financial reports (attached) are accepted and signed and returned to the Wabasha SWCD for attachment into the BWSR eLink reporting system:

- Financial Report: SSTS-NRBG 2021 (P21-3092)
- Financial Report: Shoreland-NRBG 2021 (P21-6953)
- Financial Report: WCA-NRBG 2021 (P21-6783)
- Financial Report: LWM-NRBG 2021 (P21-6609)

Adopted this 5<sup>th</sup> Day of April by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk



## Grant All-Detail Report LWM-NRBG 2021

**Grant Title** - 2021 - Local Water Management - NRBG (Wabasha County)

**Grant ID** - P21-6609

**Organization** - Wabasha County

Original Awarded Amount	\$14,177.00	Grant Execution Date	10/16/2019
Required Match Amount	\$0.00	Original Grant End Date	12/31/2022
Required Match %	0%	Grant Day To Day Contact	Terri Peters
Current Awarded Amount	\$14,177.00	Current End Date	12/31/2022

### Budget Summary

	Budgeted	Spent	Balance Remaining*
Total Grant Amount	\$14,177.00	\$14,177.00	\$0.00
Total Match Amount	\$0.00	\$0.00	\$0.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$14,177.00</b>	<b>\$14,177.00</b>	<b>\$0.00</b>

*\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.*

### Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Local Water Mangement Activities	Planning and Assessment	Current State Grant	2021 - Local Water Management - NRBG (Wabasha County)	\$14,177.00	\$14,177.00	4/20/2021	N



## Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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## Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
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## Final Indicators Summary

Indicator Name	Total Value	Unit
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## Grant Activity

Grant Activity - Local Water Mangement Activities			
Description	Any Local Water Planning activities tied to the Wabasha County 2015-2025 Comprehensive Local Water Management Plan. Also included work on One Watershed One Plan related activities.		
Category	PLANNING AND ASSESSMENT		
Start Date	1-Jan-21	End Date	31-Dec-21
Has Rates and Hours?	No		
Actual Results	2021: Staff worked on various programs that addressed priorities for implementation in the Comprehensive Local Water Management Plan. Those included feedlot assistance, forestry, educational activities, uncovered TA for survey and design activities, Water Planning and water planning activities that included, but were not limited to attendance at WRAC, BALMM, and 1W1P meetings.		

## Grant Attachments

Document Name	Document Type	Description
2020/2021 Natural Resources Block Grant	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
2020/2021 Natural Resources Block Grant EXECUTED	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 02/23/2021

Document Name	Document Type	Description
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/31/2022
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/25/2021



## Grant All-Detail Report SSTS-NRBG 2021

**Grant Title** - 2021 - Septic Treatment Systems - NRBG (Wabasha County)

**Grant ID** - P21-3092

**Organization** - Wabasha County

Original Awarded Amount	<b>\$18,600.00</b>	Grant Execution Date	<b>12/7/2020</b>
Required Match Amount	\$0.00	Original Grant End Date	12/31/2022
Required Match %	0%	Grant Day To Day Contact	Terri Peters
Current Awarded Amount	\$18,600.00	Current End Date	12/31/2022

### Budget Summary

	Budgeted	Spent	Balance Remaining*
Total Grant Amount	\$18,600.00	\$18,600.00	\$0.00
Total Match Amount	\$0.00	\$0.00	\$0.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$18,600.00</b>	<b>\$18,600.00</b>	<b>\$0.00</b>

*\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.*

### Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Septic Treatment Systems	Regulations/Ordinances/Enforcement	Current State Grant	2021 - Septic Treatment Systems - NRBG (Wabasha County)	\$18,600.00	\$18,600.00	12/31/2021	N

## Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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## Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
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## Final Indicators Summary

Indicator Name	Total Value	Unit
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## Grant Activity

Grant Activity - Septic Treatment Systems			
Description	Staff time spent on providing service to Wabasha County landowners for Septic Treatment Systems program.		
Category	REGULATIONS/ORDINANCES/ENFORCEMENT		
Start Date	1-Jan-21	End Date	31-Dec-21
Has Rates and Hours?	Yes		
Actual Results	In 2021 Wabasha County reported Public Health Dept. staff hours were used to completely expend the grant. Hours spent on SSTS exceeded what is available for in the NRBG. County SSTS staff submit a report online to MPCA for work completed.		

## Grant Attachments

Document Name	Document Type	Description
2021 SSTS Program	Grant Agreement	2021 SSTS Program - Wabasha County
2021 SSTS Program EXECUTED	Grant Agreement	2021 SSTS Program - Wabasha County
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 02/19/2021
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/12/2022
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/13/2021





# Grant All-Detail Report

## Shoreland-NRBG 2021

**Grant Title** - 2021 - Shoreland-NRBG (Wabasha County)

**Grant ID** - P21-6953

**Organization** - Wabasha County

Original Awarded Amount	\$3,518.00	Grant Execution Date	10/16/2019
Required Match Amount	\$0.00	Original Grant End Date	12/31/2022
Required Match %	0%	Grant Day To Day Contact	Terri Peters
Current Awarded Amount	\$3,518.00	Current End Date	12/31/2022

### Budget Summary

	Budgeted	Spent	Balance Remaining*
Total Grant Amount	\$3,518.00	\$3,518.00	\$0.00
Total Match Amount	\$0.00	\$0.00	\$0.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$3,518.00</b>	<b>\$3,518.00</b>	<b>\$0.00</b>

\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

### Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
2020 Shoreland NRBG	Regulations/Ordinances/Enforcement	Current State Grant	2021 - Shoreland-NRBG (Wabasha County)	\$3,518.00	\$3,518.00	12/31/2021	N

## Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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## Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
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## Final Indicators Summary

Indicator Name	Total Value	Unit
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## Grant Activity

Grant Activity - 2020 Shoreland NRBG			
Description	County activities to protect Shoreline according to State ordinance as directed by DNR.		
Category	REGULATIONS/ORDINANCES/ENFORCEMENT		
Start Date	1-Jan-21	End Date	31-Dec-21
Has Rates and Hours?	Yes		
Actual Results	In 2021, Wabasha County Zoning reported 83.5 hrs. spent by staff person working on Shoreland Management. A total of \$4,271.89 was paid out for time spent on Shoreland regulation. County Zoning Office staff provide a report on the program as required by DNR and it is completed and submitted online.		

## Grant Attachments

Document Name	Document Type	Description
2020/2021 Natural Resources Block Grant	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
2020/2021 Natural Resources Block Grant EXECUTED	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 02/19/2021
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/12/2022
All Details Report	Workflow Generated	Workflow Generated - All Details Report - 01/13/2021







## Grant All-Detail Report WCA-NRBG 2021

**Grant Title** - 2021 - Wetland Conservation Act - NRBG (Wabasha County)

**Grant ID** - P21-6783

**Organization** - Wabasha County

<b>Original Awarded Amount</b>	<b>\$12,118.00</b>	<b>Grant Execution Date</b>	<b>10/16/2019</b>
<b>Required Match Amount</b>	<b>\$0.00</b>	<b>Original Grant End Date</b>	<b>12/31/2022</b>
<b>Required Match %</b>	<b>0%</b>	<b>Grant Day To Day Contact</b>	<b>Terri Peters</b>
<b>Current Awarded Amount</b>	<b>\$12,118.00</b>	<b>Current End Date</b>	<b>12/31/2022</b>

### Budget Summary

	Budgeted	Spent	Balance Remaining*
Total Grant Amount	\$12,118.00	\$12,118.00	\$0.00
Total Match Amount	\$0.00	\$0.00	\$0.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$12,118.00</b>	<b>\$12,118.00</b>	<b>\$0.00</b>

\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

### Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
2020 Wetland Conservation Act TA	Regulations/Ordinances/Enforcement	Current State Grant	2021 - Wetland Conservation Act - NRBG (Wabasha County)	\$11,179.73	\$11,179.73	10/31/2021	N
WCA Flex funds used for LWM implementation	Planning and Assessment	Current State Grant	2021 - Wetland Conservation Act - NRBG (Wabasha County)	\$938.27	\$938.27	4/30/2021	N

## Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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## Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
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## Final Indicators Summary

Indicator Name	Total Value	Unit
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## Grant Activity

Grant Activity - 2020 Wetland Conservation Act TA			
Description	Funds are used to administer, regulate, and enforce Chapter 8420 of the Wetland Conservation Act rules.		
Category	REGULATIONS/ORDINANCES/ENFORCEMENT		
Start Date	1-Jan-21	End Date	31-Dec-21
Has Rates and Hours?	No		
Actual Results	In 2021: Staff provided technical assistance for regulating the WCA rules by working with landowners and other agencies. The Flex option was also used to cover TA for LWM implementation and planning activities.		

Grant Activity - WCA Flex funds used for LWM implementation			
Description	Grant Activity - WCA flex funds used for LWM implementation. Use of flex fund option to move LWM implementation expenses to WCA expense report.		
Category	PLANNING AND ASSESSMENT		
Start Date	1-Jan-21	End Date	31-Dec-21
Has Rates and Hours?	No		
Actual Results	In 2021: The Flex option was also used to cover TA for LWM implementation and planning activities.		

## Grant Attachments

Document Name	Document Type	Description
<b>2020/2021 Natural Resources Block Grant</b>	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
<b>2020/2021 Natural Resources Block Grant EXECUTED</b>	Grant Agreement	2020/2021 Natural Resources Block Grant - Wabasha County
<b>All Details Report</b>	Workflow Generated	Workflow Generated - All Details Report - 02/19/2021
<b>All Details Report</b>	Workflow Generated	Workflow Generated - All Details Report - 01/31/2022
<b>All Details Report</b>	Workflow Generated	Workflow Generated - All Details Report - 01/13/2021



# Financial Report

LWM-NRBG 2021

**Grant Title:** 2021 - Local Water Management - NRBG (Wabasha County)

**Grant ID:** P21-6609

**Organization:** Wabasha County

Grant Revenue	Amount
Total Awarded	\$14,177.00

## Grant Expenditures

Grant Activity Category	Amount
Planning and Assessment	\$14,177.00
Total Spent	\$14,177.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2021 - Local Water Management - NRBG (Wabasha County)- Wabasha County. We believe our records are complete and subject to an audit.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

***Please complete and upload this form to the grant attachments tab in eLINK.***

***If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:  
Board of Water and Soil Resources  
520 Lafayette Road N.  
St. Paul, MN 55155***



# Financial Report

SSTS-NRBG 2021

**Grant Title:** 2021 - Septic Treatment Systems - NRBG (Wabasha County)

**Grant ID:** P21-3092

**Organization:** Wabasha County

Grant Revenue	Amount
Total Awarded	\$18,600.00

## Grant Expenditures

Grant Activity Category	Amount
Regulations/Ordinances/Enforcement	\$18,600.00
Total Spent	\$18,600.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2021 - Septic Treatment Systems - NRBG (Wabasha County)- Wabasha County. We believe our records are complete and subject to an audit.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

***Please complete and upload this form to the grant attachments tab in eLINK.***

***If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:  
Board of Water and Soil Resources  
520 Lafayette Road N.  
St. Paul, MN 55155***



# Financial Report

Shoreland-NRBG 2021

**Grant Title:** 2021 - Shoreland-NRBG (Wabasha County)

**Grant ID:** P21-6953

**Organization:** Wabasha County

Grant Revenue	Amount
Total Awarded	\$3,518.00

## Grant Expenditures

Grant Activity Category	Amount
Regulations/Ordinances/Enforcement	\$3,518.00
Total Spent	\$3,518.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2021 - Shoreland-NRBG (Wabasha County)- Wabasha County. We believe our records are complete and subject to an audit.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

***Please complete and upload this form to the grant attachments tab in eLINK.***

***If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:  
Board of Water and Soil Resources  
520 Lafayette Road N.  
St. Paul, MN 55155***



# Financial Report

WCA-NRBG 2021

**Grant Title:** 2021 - Wetland Conservation Act - NRBG (Wabasha County)

**Grant ID:** P21-6783

**Organization:** Wabasha County

Grant Revenue	Amount
Total Awarded	\$12,118.00

## Grant Expenditures

Grant Activity Category	Amount
Regulations/Ordinances/Enforcement	\$11,179.73
Planning and Assessment	\$938.27
Total Spent	\$12,118.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2021 - Wetland Conservation Act - NRBG (Wabasha County)- Wabasha County. We believe our records are complete and subject to an audit.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

***Please complete and upload this form to the grant attachments tab in eLINK.***

***If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:  
Board of Water and Soil Resources  
520 Lafayette Road N.  
St. Paul, MN 55155***

# Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:  
April 5, 2022

\*\*\*\*\*

Agenda Item:  
Pricing from Tyler Technologies

\*\*\*\*\*

Requested Action:  
Approval of Financial documents from Tyler Technologies for Tax and Cama

\*\*\*\*\*

Fiscal Impact:  
Fund balance of \$321,736.86

\*\*\*\*\*

Background/Recommendation: Recommend approval of Tyler Technologies Financials for Tax and Cama systems as current vendor Avenu will not be supporting us after 2023.

\*\*\*\*\*

Action:

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_\_

Vote Nay:\_\_\_\_\_

No action required:\_\_\_\_\_



# Wabasha County Board of Commissioners

## Resolution No.: 2022-071

**Whereas**, Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler provides solutions for public sector entities including local, state, provincial and federal government, to operate more efficiently and connect transparently with their constituents and with each other. Wabasha County needs a new valuation and tax system, due to the current vendor, Avenu, will no longer be supporting Wabasha County in 2023.

**Whereas**, Requesting approval of a new contract with Tyler Technologies to provide the following according to the Statement of Work:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly interface to promote system use and productivity
- Eliminate redundant data entry

Pricing details are broken down in the Attachments.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, Approve Financials with Tyler Technologies to move forward with the transition of the new Tax and Cama system.

Adopted this 5th day of April , 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk

**AMENDMENT TO NO. 2 TO SOLID WASTE DISPOSAL AGREEMENT**

**THIS AGREEMENT** is made and dated as of the 5<sup>th</sup> day of April, 2022. It is Amendment No. 2 to the Solid Waste Disposal agreement between the County of La Crosse, a Wisconsin municipal corporation and Wabasha County, a political subdivision of the State of Minnesota entered into on the January 1, 2016.

**RECITALS**

WHEREAS, La Crosse and Wabasha County (herein “La Crosse” and “Wabasha” respectively) entered into a Solid Waste Disposal Agreement (the “Agreement”) on March 21, 1990 to arrange for the receipt, processing and disposal of solid waste generated in Wabasha County at the NSP, now Xcel Energy, Refused Derived Fuel (RDF) Facility and the La Crosse County Landfills from July 1, 1998 through June 30, 2008; and

WHEREAS, La Crosse and Wabasha County amend the Agreement on July 15, 2002 and extend the terms until June 30, 2023;

WHEREAS, La Crosse and Wabasha County desire to again amend the Agreement to coincide with a new term extension negotiated by La Crosse and Northern States Power Company of the continued use the RDF Facility in La Crosse County.

NOW, THEREFORE, it is agreed by and between the parties that for good and valuable consideration and to the effect the above stated objectives, the Agreement shall be amended as follows:

1. Termination Date. The term of this Agreement shall be extended for an additional seven (7) years beyond the June 30, 2023 termination to a new termination date of June 30, 2030, with two possible five-year extensions to June 30, 2035 and June 30, 2040 if agreed to by the parties;
2. Disposal Credits. In the event that the Landfill Disposal Credit exceeds the annual payment for 2023, the credit may be carried forward during the remaining term of this contract, including any extensions, to be utilized for any future charges through La Crosse County for the Household Hazardous Waste Program.
3. All providers of the Solid Waste Disposal Agreement between La Crosse and Wabasha County, as amended by the Amendment No. 1 dated July 15, 2002, where not inconsistent with this Amendment No. 2, shall remain in full force and effect, except that those provisions relating to Wabasha County paying a share or contribution to the Advance Toward Construction or air emission improvement shall not be in full force and effect after June 30, 2023. Any remaining landfill disposal credit as of June 30, 2023, may be applied to any remaining balance of the annual capital contribution for 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

LA CROSSE COUNTY

WABASHA COUNTY

By: \_\_\_\_\_  
Monica Kruse, County Board Chair

By: \_\_\_\_\_

And: \_\_\_\_\_  
Ginny Dankmeyer, County Clerk

And: \_\_\_\_\_

## ATTACHMENT 1

### Minnesota Counties Computer Cooperative

#### Tax and CAMA Software



### Appraisal & Tax

**Solution Pricing** – Pricing will be determined based on the relative size of the jurisdiction as determined by the County’s parcel count. For determination of cost, the jurisdiction’s parcel count category will be established as of the Effective Date of this Agreement.

Parcel Range		Category
0	15,000	A
15,001	30,000	B
30,001	100,000	C
100,001	>100,001	D

#### Fully Integrated iasWorld Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$60,409	\$227,700	\$18,200
B	\$79,354	\$283,360	\$20,800
C	\$98,276	\$341,555	\$23,400
D	Custom Pricing		

#### Included Software

- iasWorld CAMA
- iasWorld Tax
- iasWorld Delinquent Tax
- iasWorld Inquiry & Appeals
- iasWorld Public Access
- iasWorld SmartFile

#### Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County’s unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

**CAMA only or Tax only iasWorld Solution**

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$36,245	\$159,390	\$18,200
B	\$47,612	\$198,352	\$20,800
C	\$58,965	\$239,085	\$23,400
D	Custom Pricing		

Included Software

**iasWorld CAMA only**

- iasWorld CAMA
- iasWorld Inquiry & Appeals
- iasWorld Public Access
- iasWorld SmartFile

**iasWorld Tax only**

- iasWorld Tax
- iasWorld Delinquent Tax
- iasWorld Public Access

Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County’s unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

**Unlimited Legislative Changes Uplift**

Premium uplift to elect unlimited legislative changes, cost per county is incremental to the annual SaaS fee:

Category	CAMA+Tax	CAMA Only	Tax Only
A	\$6,050	\$3,650	\$3,650
B	\$7,950	\$4,750	\$4,750
C	\$9,850	\$5,950	\$5,950
D	Custom Pricing		

**Additional Optional Services**

The following additional optional services can be selected by participating Counties.

- Ã Custom Integration with Tax Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Ã Custom Integration with CAMA Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Ã Custom Integration with a GL Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Ã Custom Integration with Permitting Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Ã Custom Integration with Recorder of Deeds Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Ã Online payment processing with iasWorld Public Access - \$25,000 per vendor

The following optional additional services will need to be priced and scoped out based on the effort requested:

- Ã Integration with Marshall and Swift – Price to be scoped by county (license and services cost)
- Ã Custom Workflows – Priced per Scope of workflow (varies by complexity)
- Ã Custom SmartFile filing - Priced per Scope of the filing (varies by complexity)
- Ã Modification to baseline MN reports (outside of legislative changes) – Price to be scoped per change requested
- Ã New reports (outside of legislative changes) - Price to be scoped per change requested

**Additional Optional Software**

Tyler Cashiering

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$10,500	\$29,500	\$0*
B	\$14,250	\$29,500	\$0*
C	\$18,280	\$29,500	\$0*
D	Custom Pricing		

iasWorld Field Mobile

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$7,600	\$32,200	\$0*
B	\$8,500	\$39,905	\$0*
C	\$9,690	\$52,210	\$0*
D	Custom Pricing		

Assessment Connect/Open Assessment

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$12,080	\$18,400	\$0*
B	\$15,870	\$18,400	\$0*
C	\$19,655	\$18,400	\$0*
D	Custom Pricing		

## ATTACHMENT 2



### SOFTWARE AS A SERVICE AGREEMENT

The Software as a Service Agreement (“Agreement”), attached to the Master Services Agreement (“MSA”) between Tyler Technologies, Inc. (“Tyler”) to the Minnesota Counties Computer Cooperative (“MnCCC”), shall control the provision of certain products and services, as set forth in Attachment 1 to the MSA, by Tyler to MnCCC and MnCCC’s participating member end users, including the provision of access to Tyler Software, as that term is defined herein.

#### SECTION A – DEFINITIONS

- “**Agreement**” means this Software as a Services Agreement.
- “**Business Travel Policy**” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- “**Client**” means, individually and not collectively, MnCCC, as well as any of MnCCC’s participating member end users that elect to access and use the Tyler Software and have agreed in writing to abide by the terms of the MSA and this Agreement.
- “**County**” means an individual MnCCC participating member end user that uses the Tyler Software.
- “**Data**” means Client’s data necessary to utilize the Tyler Software.
- “**Data Storage Capacity**” means the contracted amount of storage capacity for Client’s Data identified in the Investment Summary.
- “**Defect**” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in MnCCC’s MSA, including all exhibits or addenda. 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 then-current Tyler Software Documentation.
- “**Developer**” means a third party who owns the intellectual property rights to Third Party Software.
- “**Documentation**” means, as applicable, any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available hereunder, including instructions, user guides, manuals and other training or self-help documentation.
- “**Effective Date**” means the date by which both parties’ authorized representatives have signed the Agreement.
- “**Force Majeure**” means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, extreme inflation (eight percent or greater per year), or any other cause that could not with reasonable diligence be foreseen or prevented by a party invoking force majeure.
- “**Investment Summary**” means the agreed upon cost proposal for the products and services attached as Exhibit A.



- “**Invoicing and Payment Policy**” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “**Project Initiation Date**” means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.
- “**SaaS Fees**” means the fees for the SaaS Services identified in the Investment Summary.
- “**SaaS Services**” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the Client’s right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “**SLA**” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “**Statement of Work**” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining the roles and responsibilities of Client and Tyler in connection with that implementation. The Statement of Work is attached as Exhibit D.
- “**Support Call Process**” means the support call process applicable to all of our customers who have licensed the Tyler Software, and which are also applicable directly to Client. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “**Third Party Hardware**” means the third-party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third-Party Software and Third-Party Hardware.
- “**Third Party Services**” means the third-party services, if any, identified in the Investment Summary.
- “**Third Party Software**” means the third-party software, if any, identified in the Investment Summary.
- “**Third Party Terms**” means, if any, the end user license agreement(s) or similar terms for the Third-Party Software, as applicable and attached as Exhibit E.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to Client for use as contemplated under this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**”, “**your**” and similar terms means 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 Client’s internal business purposes. The Tyler Software will be made available to Client according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this



Agreement including, without limitation, Section B(4). We will make any such software available for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Client's Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event Client regularly and/or meaningfully exceeds the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s) on a per County basis.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by Client and its employees for internal reference purposes only.

3.3 Client retains all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3.4 Provision of Client Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the database then residing in Tyler's hosted environment in a mutually agreeable, machine readable format.

4. Restrictions. Your rights hereunder do not allow you to: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during each Term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will





provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 Client will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing Client's Data will be dedicated and segregated and inaccessible to our other customers. We agree that all Client Data will be hosted in the United States. Tyler will notify MnCCC and the Client in the event of any location change for Client Data.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any Client Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly and quickly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which Client Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which Client access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide Client with a written or electronic record of the actions taken by us in the event that any unauthorized access to Client database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should Client request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying Client log-in access. Client will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each Client workstations and our servers.



6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

### SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. If additional work is required, or if Client uses or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional Client work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel after making all reasonable efforts to do so.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and applicable laws. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to Client's personnel, facilities, and equipment as may be reasonably necessary for us to provide



implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay Client's SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1. perform our maintenance and support obligations for Client in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2. provide Client support during our established support hours;
  - 9.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
  - 9.4. make available to Client all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5. provide non-Defect resolution support for Client of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Vender and customer agree to work together to come up with a mutually agreed upon method to allow vender to provide the agreed upon remote support option. In the event that we cannot communicate remotely (including via a participating Client's virtual private network), we will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with appropriate and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that Client also maintain a VPN for backup connectivity purposes.



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

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite at Client the Third-Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, Client will receive access to the Third-Party Software and related documentation for internal business purposes only. Rights to the Third-Party Software will be governed by the Third-Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third-Party Software.

3.2 The Third-Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third-Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to Client any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with prompt written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action



items outlined in the action plan because of any failure by Client to complete the items agreed to be done by Client in order to remedy the defect, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of one year (the “Initial Term”) from the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth herein. Upon mutual written consent, the Parties may renew this Agreement for one (1) additional one-year term (“Initial Renewal Term”). The rates during the Initial Renewal Term will not increase by more than 5% annually. Client may indicate its consent to renew by timely payment of a renewal invoice issued by Tyler. Upon expiration of the Initial Renewal Term, the Agreement will renew automatically for additional one (1) year renewal terms (each a “Term”) 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, other than to extract, export and reconstruct Client Data. Upon request, Tyler will store Client Data for up to six (6) months after the effective date of termination. Six (6) months after the effective date of termination, Client may purchase storage space for the Client Data at its own expense, and if not, Tyler is no longer obligated to store Client Data.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of undisputed SaaS Fees. If you fail to timely pay the undisputed SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay undisputed SaaS fees within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If Client 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 Client appropriations as a substitute for termination for convenience.



2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the Initial Term for your failure to pay SaaS Fees, you shall pay us the following early termination fees: Early termination will result in full payment of the SaaS fees for the remainder of the term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

1.1 Notwithstanding any other provision of the Master Agreement, we will indemnify, defend and hold each Client harmless and without limitation or exclusion 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 or otherwise violates such third party intellectual property rights, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If any infringement, misappropriation or other intellectual property law claim is fully litigated and use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

2.1 Notwithstanding any other provision of the Master Agreement, we will indemnify, defend and hold you harmless and without limitation or exclusion, together with each of your respective agents, officials, and employees, from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury, property damage or other economic losses to the extent caused by our negligence or willful misconduct; or (b) violation of PCI-DSS requirements or other data loss, privacy or cybersecurity losses, and/or violation of any 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 and without waiver or reduction of applicable statutory immunity, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage or other economic losses to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCLUDING CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION G, OR SECTION 7 OF THE MASTER AGREEMENT , THE PER CLAIM LIABILITY (TYLER'S OR CLIENT'S) UNDER THIS AGREEMENT, 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 THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED, WITH RESPECT TO CLAIMS BETWEEN TYLER AND MNCCC ONLY, THE LIMIT SET FORTH IN SECTION 6 OF THE MASTER AGREEMENT AND, WITH RESPECT TO CLAIMS BETWEEN TYLER AND EACH COUNTY, INDIVIDUALLY, THE COUNTY'S THEN CURRENT ANNUAL SAAS FEE. 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.**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY 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. Omitted.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at our then-current list price, by executing a mutually agreed addendum. Except in the event and to the extent of any conflict or inconsistency between this Agreement and the Master agreement, which shall be controlled by the Master agreement, the terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.



2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with applicable tax-exemption certificates. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. Client agrees to provide us with a copy of any Client valid direct-pay permits. For clarity, we are responsible for paying Tyler's-applicable income, payroll or other taxes associated with the provisions of goods or services under this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of the Client or Tyler's 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. If a party does not consent to assignment of this Agreement, then the party seeking consent may terminate the Agreement for convenience. Client understands that, in the event that Tyler is the subject of a merger, consolidation or other acquisition of substantially all of Tyler's assets (collectively, a "Transaction), Tyler will provide Client





with notice of the Transaction and request an assignment hereunder as soon as the Transaction is not itself considered confidential or “insider information” under applicable securities laws.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of Tyler and MnCCC.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt if sent by overnight courier and verifiable by a delivery receipt; (c) as of the date of a certified mail, return receipt signed by an employee or agent of the receiving party; (d) upon receipt by sender of proof of email delivery; or (e) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.



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

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. 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.

19. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota without regard to its rules on conflicts of law. All parties agree to follow the laws of the State of Minnesota and of the United States, as they apply to this contract and service, and the parties agree to commence any litigation regarding this Agreement in the applicable federal or state courts located in Ramsey County, Minnesota. Tyler irrevocably consents to the jurisdiction and venue of such courts.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.



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

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





**Exhibit A**  
**Investment Summary**

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

**SEE ATTACHMENT 3. Each County's Investment Summary will be attached to a Participation Agreement as Exhibit A.**





## Exhibit B Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Upon expiration of the Initial Term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
  - 2.1 *VPN Device:* The fee for the VPN device is included in the SaaS Fees and will be invoiced as set forth above in Section 1.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.
3. Third Party Products.
  - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
  - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third-Party Software is included in the cost of the Third-Party Software License Fees. Future year's Third-Party Software Maintenance fees will be invoiced annually in advance on each anniversary of the Project Initiation Date.
  - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
  - 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current



Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation



#### A. Private Automobile

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

#### B. Rental Car

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

#### C. Public Transportation

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

#### D. Parking & Tolls

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

### 3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.



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

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

#### 4.Ã Meals and Incidental Expenses

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

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

#### A.Ã Overnight Travel

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

##### Departure Day

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

##### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

#### B.Ã Same Day Travel

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

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

#### 5. Internet Access – Hotels and Airports

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

#### 6. International Travel

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

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

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

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



## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### 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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### 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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle 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.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.





**Exhibit C  
Schedule 1  
Support Call Process**

**Scope of Maintenance and Support Services**

The following outlines the standard support provided by Tyler Technologies, Inc. ("Tyler") for the following software systems installed in the Tyler hosting center, for the time period specified in this Support Call Process ("Support Agreement").

The software systems listed in Exhibit A – Investment Summary running in the Tyler hosting center shall be known as the Tyler Software. Any additional support, modifications, or services needed on the Tyler Software as it is installed in the Tyler hosting center which are not expressly included in this Support Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software code and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the Tyler Software and, as such, the terms of this Support Agreement apply.

**1. Terms and Definitions**

The following is a list of common terms used in this Support Agreement:

**1.1 Business Day(s)**

The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 P.M. ET. Tyler's current holiday schedules is as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

**1.2 Coverage Period**

The start and end date for the support offered in this Support Agreement.

**1.3 Maintenance or Maintain**

Providing support and Updates for the Tyler Software only.

**1.4 System Error**

An error in the Tyler Software that is either a generated error (e.g., error screen) by the Tyler Software or lack of response (slow or stuck), or failure of a function as stated in the iasWorld user guides (also referred to as "issues" or "bugs"). Note: A Client Error Incident is not covered.



1.5 Updates

Unlimited revisions to the Tyler Software source code that fixes errors and/or includes enhancements that are made available to the Client. Updates include releases (e.g., new functionality or content) and patches (e.g., bug fixes).

1.6 VPN

The use of any secure connection on the Client system from any Tyler office.

**2. Hot Line Support**

During the Coverage Period, Tyler will provide phone support for the Tyler Software. This support will provide assistance (via phone or delivered documentation) in determining the root cause of System Errors and the response as outlined in item 2.3 below, subject to Section 9 of this Support Agreement. The Hot Line is also available for questions on normal operation of the Tyler Software.

2.1. Hot Line Number

800-800-2581 extension 1

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M.ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 13 of this Support Agreement.

2.3. Hot Line Support Considerations

Tyler shall respond to the Client’s request for telephone assistance within one (1) working hour from the initial call.

Tyler shall take steps to have the System Error fixed, or an appropriate workaround, via phone or remote connection as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Resolution SLA</i>
<b>Critical</b>	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
<b>High</b>	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
<b>Medium</b>	Issue affects a small group of users and does not affect day-to-day processing.	Client is contacted within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
<b>Non-Critical</b>	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.



If the cause of the problem is related to an item in Section 12 of this Support Agreement or not an actual bug within the Tyler Software, Tyler will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

### **3. Online Support**

During the Coverage Period, Tyler will provide access to Tyler's Customer Relationship Management System in order for the Client to have twenty-four (24) hour per day, seven (7) day per week access to answers to Tyler Software questions and to log Tyler Software issues.

### **4. Modification and Change Procedure**

Changes to the Tyler Software (not directed by local laws pursuant to Section 6 of this Support Agreement) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate addendum or agreement will be drafted for acceptance by the parties.

### **5. Updates**

Tyler Software Updates will be made available during the Coverage Period.

#### **5.1. iasWorld Updates**

Tyler staff will schedule the release of new Updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when Updates will be available. Tyler performs such Updates, in coordination with your staff, as agreed upon. It is important that any Updates be done in a timely manner as the Update could contain fixes for one or more System Errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of the Tyler Software or require that the Client upgrade to a newer release to obtain the required fix.

#### **5.2. iasWorld Data Tables**

The Client is responsible for updating any data stored in the Tyler Software data tables, whether such updates occur through the normal course of business from user data entry, through update from some iasWorld batch process, or through an SQL update. Updates may be performed to the iasWorld data for various reasons by Tyler as requested by the Client subject to time and materials rates.

#### **5.3. Operating System Updates**

Tyler will be maintaining the server hardware environment, including updates to the Operating System.

#### **5.4. Oracle Updates**

Tyler will be responsible for scheduling updates to the Oracle software in order that the Client is on a version supported by Oracle.

### **6. Legislative Changes**

Tyler will provide up to eighty (80) Tyler Software programming hours per state per calendar year of this Support Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

### **7. Data Ownership**



The Client owns the data stored and processed on the Tyler Software. While performing support services pursuant to this Support Agreement, Tyler will be exposed to this data and will take industry standard measures to ensure the confidentiality of the data.

## **8. Backups and Recovery**

Backups of the Client environment will occur in accordance with the Tyler hosting center's normal business process. As of the Effective Date, Tyler's backup schedule is as follows:

- We perform a daily backup of your Data and retain such daily backup for seven (7) calendar days.
- We perform a weekly backup of your Data and retain such weekly backups for five (5) weeks.
- We perform a monthly backup of your Data and retain such monthly backup for one (1) year.
- Upon the expiration of the one (1) year period during which monthly backups are retained, we archive such monthly backups until the earlier of (i) such time as you request such backups are permanently deleted or (ii) the expiration or termination of the Software as a Service Agreement.

## **9. Dependent Software Licenses**

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc.

## **10. Server Operations**

Tyler will be responsible for operational support of the iasWorld application server(s) within the Tyler environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance to Tyler staff.

## **11. Remote Access**

The Client will provide Tyler with the means to electronically connect to the Client and to the iasWorld application, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

## **12. Out of Scope Items**

The following are examples of items that are **not** included in this Support Agreement. Tyler will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

- 12.1. Resolution of problems that arise out of the Client's misuse of the Tyler Software.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Modification of the iasWorld code.
- 12.4. Modification of iasWorld reports.
- 12.5. Post-Implementation updates to iasWorld cost tables, tax rate tables, etc.
- 12.6. Onsite training.
- 12.7. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.



12.8. Errors and problems that arise out of the Client's modification of the Tyler Software code.

12.9. Errors and problems related to other 3<sup>rd</sup> party vendors' software not specifically covered by this Support Agreement.

**13. Additional Support**

No other additional support outside this Support Agreement is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 12 of this Support Agreement) can be requested and will be billed at Tyler's then prevailing time and materials rates.



**Exhibit D**  
**Statement of Work**

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# Minnesota Counties Computer Cooperative

SOW from Tyler Technologies, Inc.

07/15/2021

Contact:

Troy Fryman

Email: [Troy.Fryman@TylerTech.com](mailto:Troy.Fryman@TylerTech.com)

One Tyler Way, Moraine, OH 45439



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# Part 1: Executive Summary

## 1.1 Project Overview

### 1.1.1 Introduction

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

### 1.1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.1.3 Methodology

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

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

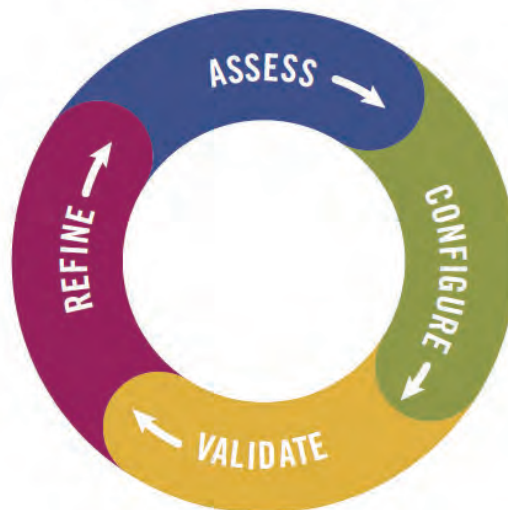
## Tyler's Six Stage Project Methodology



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

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

## Iterative Project Model



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



# Part 2: Project Foundation

## 2.Ā Project Governance

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

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

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



## 3.Ā Project Scope Control

### 3.1Ā Managing Scope and Project Change

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



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

### 3.2Ā Change Control

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

### 3.3Ā Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Client; for example, Client may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

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

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

## Change Request Process



## 4. Acceptance Process

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

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

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

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

- The Client shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Client does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Client does not agree the particular Deliverable or Control Point meets requirements, the Client shall notify Tyler project manager(s), in writing, with reasoning within ten (1) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Client shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Client does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

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

### 5.1 Tyler Roles & Responsibilities

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

### 5.1.1 Tyler Executive Sponsor

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

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

### 5.1.2 Tyler Implementation Manager

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

### 5.1.3 Tyler Project Manager

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

#### 5.1.3.1 Contract Management

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

#### 5.1.3.2 Planning

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

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

#### 5.1.3.3 **Implementation Management**

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

#### 5.1.3.4 **Resource Management**

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

#### 5.1.4 **Tyler Implementation Consultant**

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

#### 5.1.5 **Tyler Sales**

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

#### 5.1.6 **Tyler Technical Services**

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

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

### 5.1.7̄ Tyler SaaS Technicians

- ̄ Sets up Tyler-hosted servers.
- ̄ Provides maintenance of hosted server hardware, operating system, and software upgrades.
- ̄ Provides IT-related services for server environment.
- ̄ Provides remote technical assistance and tracks issues.
- ̄ Provides system management and disaster recovery services within hosting services.
- ̄ Performs Tyler software upgrades through coordination with Client.

### 5.1.8̄ Tyler Data Experts

- ̄ Validates that customer data files are in proper format.
- ̄ Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- ̄ Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- ̄ Assists Client with understanding and interpreting error Reports.
- ̄ Performs changes and corrections to customized conversion programs as Client completes the data review.
- ̄ Provides conversion consulting and mapping assistance.

### 5.1.9̄ Tyler Modification Services

- ̄ Programs modification(s) per the agreed upon business requirements document(s).
- ̄ Performs internal quality assurance.
- ̄ Provides software updates and defect fixes.
- ̄ Completes interface development for in-scope interfaces.

### 5.1.10̄ Tyler API Services

- ̄ Provides training in the use of the API Toolkit.
- ̄ Provides consulting services in the use of the API Toolkit to Client, as Client builds interfaces.

## 5.2̄ Client Roles & Responsibilities

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

### 5.2.1 Client Executive Sponsor

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

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

### 5.2.2 Client Steering Committee

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

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

### 5.2.3 County Project Manager

Client shall assign a county project manager(s) prior to the start of each county's implementation project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment for that particular County implementation project. County Project Manager should communicate decisions and commitments to the Tyler project manager(s) and the MnCCC Project Manager(s) in a timely and efficient manner. When County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The county project manager(s) are responsible for reporting to the



County's project committee and working with the MnCCC Project Manager(s) and MnCCC Steering Committee to determine appropriate escalation points.

#### 5.2.3.1 Contract Management

- Assists the MnCCC Project Manager(s) in validating contract compliance throughout the project.
- 

#### 5.2.3.2 Planning

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

#### 5.2.3.3 Implementation Management

- Tightly manages County Project Scope. Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to establish and manage a schedule and resource plan that properly supports the project schedule for the County and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to establish risk and issue tracking and reporting process between County, MnCCC and Tyler and takes steps to proactively mitigate these items or communicate with transparency to Tyler and MnCCC any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to identify key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both County staff, MnCCC Project Manager(s) and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process at the County to assist in providing timely and quality business requirements to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between County project team and County stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to County project team.
- Builds partnerships among the various County stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses County team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with the County's in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that County users have appropriate access to Tyler project toolsets as required.

- Ä Conducts training on proper use of toolsets.
- Ä Validates completion of required assignments using toolsets.

## 5.2.4Ä Minnesota Counties Computer Cooperative Project Manager

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

### 5.2.4.1Ä Contract Management

- Ä Validates contract compliance throughout the project.
- Ä Ensures that invoicing and Deliverables meet contract requirements.
- Ä Acts as primary point of contact for all contract and invoicing questions. Collaborates on and assists the MnCCC Steering Committee in considering and possibly approving Change Requests, if needed, to ensure proper scope and budgetary compliance.

### 5.2.4.2Ä Planning

- Ä Assists the MnCCC Steering Committee in reviewing and possible acceptance of project planning documents.
- Ä Defines project tasks and resource requirements for Client project team.
- Ä Collaborates in the development and approval of the project schedule.
- Ä Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

### 5.2.4.3Ä Implementation Management

- Ä Tightly manages project budget and scope.
- Ä Collaborates with Tyler project manager(s) and the MnCCC Steering Committee to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Ä Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Ä Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Client and Tyler and takes steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Ä Collaborates with Tyler project manager(s) to identify key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Ä Routinely communicates with both Client and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Ä Manages the requirements gathering process for requirements not specific to a particular county and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.4.4 Resource Management

- Acts as liaison between project team and MnCCC Steering Committee.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders.
- Manages the appropriate assignment and timely completion of non-County specific tasks as defined.
- Assesses team performance and recommends to MnCCC Steering Committee corrective action, if needed.
- Provides guidance to Client technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.

#### 5.2.5 Client Functional Leads

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

#### 5.2.6 Client Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Client business processes and requirements.

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

### 5.2.7 Client End Users

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

### 5.2.8 Client Technical Lead

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

#### 5.2.8.1 Client GIS

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

#### 5.2.8.2 Client Upgrade Coordination

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

- Ä Manages software upgrade activities post-implementation.
- Ä Manages software upgrade plan activities.
- Ä Coordinates software upgrade plan activities with Client and Tyler resources.
- Ä Communicates changes affecting users and department stakeholders.
- Ä Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.9ÄClient Change Management Lead

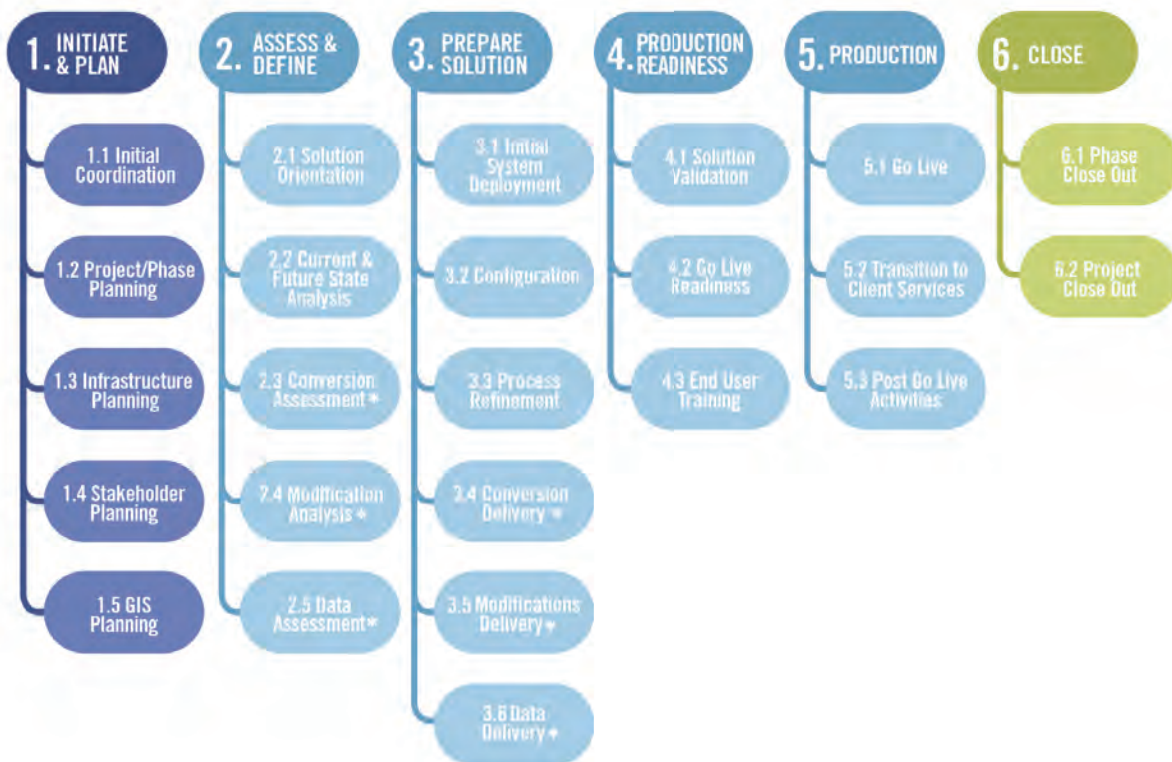
- Ä Validates that users receive timely and thorough communication regarding process changes.
- Ä Provides coaching to supervisors to prepare them to support users through the project changes.
- Ä Identifies the impact areas resulting from project activities and develops a plan to address them proactively.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

# Part 3: Project Stages

## 6.Ā Work Breakdown Structure

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

### Work Breakdown Structure (WBS)



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

## 6.1Ā Initiate and Plan

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

### 6.1.1Ā Initial Coordination

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

The Initial Coordination will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

#### Objectives:

- Ā Formally launch the project.
- Ā Establish project governance.
- Ā Define and communicate governance for Tyler.
- Ā Identify client project team.

STAGE 1	Initial Coordination																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Client		A	R	C			C		I		I						

Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

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

**6.1.2̄ Project/Phase Planning**

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

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

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

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

The Project/Phase Planning will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.



STAGE 1	Project/Phase Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

**Work package assumptions:**

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

**6.1.3 Infrastructure Planning**

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

**Objectives:**

- Ensure Client’s infrastructure meets Tyler’s application requirements.

- Ensure Client’s infrastructure is scheduled to be in place and available for use on time.

The Infrastructure Planning will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 1	Infrastructure Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

**Work package assumptions:**

- Client will maintain environment (or virtual environment) for On-Premise deployments.

### 6.1.4 Stakeholder Meeting

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

**Objectives:**

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

The Stakeholder Meeting will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

Inputs	Agreement
	SOW
	Project Management Plan

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

**Work package assumptions:**

- None

**6.1.5 GIS Preparation**

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

**Objectives:**

- Identify all Client GIS data sources and formats.
- Tyler to understand Client’s GIS needs and practices.
- Ensure Client’s GIS data meets Tyler product requirements.

The GIS Preparation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

### Work package assumptions:

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

## 6.1.6̄ Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below. Control Point 1 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

### Initiate & Plan Stage Deliverables:

- ̄ Project Management Plan
- ̄ Initial Project Schedule

### Initiate & Plan stage acceptance criteria:

- ̄ All stage deliverables accepted based on acceptance criteria previously defined
- ̄ Project governance defined
- ̄ Project portal made available to Client
- ̄ Stakeholder meeting complete
- ̄ GIS Data Production Ready
- ̄ Completed Infrastructure Requirements and Design Document
- ̄ System Passes Infrastructure Audit (as applicable)

## 6.2̄ Assess & Define

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

### 6.2.1̄ Solution Orientation

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

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Client team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Client team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Ā** Provide a basic understanding of system functionality.
- Ā** Prepare Client for current and future state analysis.

The Solution Orientation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

Inputs	Solution orientation materials
	Training Plan

### 6.2.2<sup>Ā</sup>Current & Future State Analysis

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

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

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

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

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

<p>The Current and Future State Analysis will be repeated and the WBS will apply for each county that opts into the MnCCC agreement STAGE 2</p>	<p>Current &amp; Future State Analysis</p>																
<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	<p>Tyler</p>							<p>Client</p>									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

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

**Work package assumptions:**

- Client attendees possess sufficient knowledge and authority to make future state decisions.

- **Ä** Client is responsible for any documentation of current state business processes.
- **Ä** Client is able to effectively communicate current state processes.

### 6.2.3 Conversion Assessment

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

**Objectives:**

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

The Conversion Assessment will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

Inputs	Client Source data
	Client Source data Documentation (if available)

	Acceptance Criteria [only] for Deliverables
--	---



Outputs / Deliverables	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable
------------------------	------------------------------------	--

**Work package assumptions:**

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

**6.2.4 Modification Analysis**

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client’s business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) in order to meet certain client business needs, including interfaces with 3<sup>rd</sup> party products, custom reports or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it’s determined that additional, out of scope modifications are necessary to meet client needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

**Objectives:**

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

The Modification Analysis will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 2	Modifications analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project		A	R			I			I		C						

[where applicable]																	
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C			
Review/Approve Business Requirements documents			C	C		C			A		R	C		C			
Refine project schedule based on included modifications		A	R			I	C				C						

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Client’s business needs
	Change Requests for out of scope modifications	Meets Client’s business needs
	Revised Project Schedule	

**Work package assumptions:**

- **̄** 3rd party interfaces – Client is responsible for coordinating with the 3rd party.

**6.2.5̄ Intentionally left blank.**

**6.2.6̄ Control Point 2: Assess & Define Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below. Control Point 2 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

**Assess & Define Stage Deliverables:**

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

## 6.3Ā Prepare Solution

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

### 6.3.1Ā Initial System Deployment

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

#### Objectives:

- Ā All licensed software is installed and operational.
- Ā Client is able to access the software.
  
- Ā

The Initial System Deployment will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R



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

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

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

**Work package assumptions:**

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

**6.3.3 Process Refinement**

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

**Objectives:**

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

Process Refinement will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Client)	

**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

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

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



**Objectives:**

- Data is ready for production (Conversion).
-

The Conversion Delivery will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Data Delivery & Conversion																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

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

**Work package assumptions:**

- The Client will provide a single file layout per source system as identified in the investment summary.



- The Client subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Client project team will be responsible for completing the code mapping activity, with assistance from Tyler.

### 6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested in order to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

**Objectives:**

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

The Modification Delivery will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

- 

STAGE 3	Modifications Delivery																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I

Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

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

**Work package assumptions:**

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

**6.3.6 Intentionally left blank.**

**6.3.7 Control Point 3: Prepare Solution Stage Acceptance**

Acceptance criteria for this Stage includes all criteria listed below in each Work Package. Control Point 3 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

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

**Prepare Solution Stage Deliverables:**

- A** Licensed software is installed.
- A** Installation checklist/system document.
- A** Conversion iterations and reviews complete.

- **̄** Completed modifications.
- **̄** Revised configuration for modification (if applicable).

**Prepare Solution Stage Acceptance Criteria:**

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

## 6.4 **̄** Production Readiness

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

### 6.4.1 **̄** Solution Validation

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

**Objectives:**

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

The Solution Validation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

- **̄**

STAGE 4	Solution Validation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			

Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

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

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

**Work package assumptions:**

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

**6.4.2 Go-Live Readiness**

Tyler and Client will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Client will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

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

Go Live Readiness will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>	
	Tyler	Client

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

Inputs	Future state decisions
	Go-live checklist

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

**Work package assumptions:**

- **None**

### 6.4.3 End User Training

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

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

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

**Objectives:**

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

End User Training will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

- Ä**

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

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

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

**Work package assumptions:**

- Ä** The Client project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject area of each of the training classes.
- Ä** Tyler will work with Client as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Client departments.

- Client will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance. Control Point 4 Acceptance will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

##### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

##### Production Readiness stage acceptance criteria:

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

### 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Client will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Client to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

#### 6.5.1 Go-Live

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

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

Tyler staff collaborates with Client during Go-Live activities. Client transitions to Tyler software for day-to day business processing.

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

##### Objectives:

- Execute day to day processing in Tyler software.

Client data available in Production environment.

Go-Live will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

▪Ä

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

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

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



**Work package assumptions:**

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

**6.5.2 Transition to Client Services**

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

**Objectives:**

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

The Transition to Client Services will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

- ̄

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





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

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

Inputs	Contract
	Statement of Work
	Project artifacts

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

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

### 6.6.2 Additional Community Rollout

This work package represents the rollout of the MnCCC iasWorld installation to additional communities. This phase will include the rollout, training, UAT, and production launch for these communities. The Tyler Client Services team will assume ongoing support of Client for systems implemented in the Phase. The WBS for each stage will be repeated for each county that opts into the MnCCC agreement.

**Objectives:**

- **Ä** Execute day to day processing in Tyler software for additional communities.
- **Ä** Client data available in Production environment for additional communities.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare Hosted Environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Provide source data extract			C		C						A						R
Convert Data			A		R		I				I						I
Validate Jurisdiction Install			A	R	C						C	C		C			
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			
Provide final source data extract			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C

Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment, UAT testing complete, and users are trained.	Client confirms data is available in production environment and is executing daily processes.

**Work package assumptions:**

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

**6.6.3 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project. The final project close out will occur once all of the counties that have opted into the agreement have completed each WBS above and successfully transitioned to Client Services.

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

**Objectives:**

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

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

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

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

**6.6.4 Control Point 6: Close Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below. Control Point 6 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Note: Advancement to the Close Stage is not dependent upon Tyler’s receipt of this Stage Acceptance.

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

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

## 7.̄ General Assumptions

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

### 7.1̄ Project

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

### 7.2̄ Organizational Change Management

Unless otherwise contracted by Tyler, Client is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

### 7.3̄ Resources and Scheduling

- ̄ Client resources will participate in scheduled activities as assigned in the Project Schedule.
- ̄ The Client team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- ̄ Tyler and Client will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- ̄ Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.



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

## 7.4Ä Data

- Ä Data will be converted as provided and Tyler will not create data that does not exist.
- Ä Client is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Ä Tyler will work closely with Client representatives to identify business rules before writing the conversion. Client must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- Ä All in-scope source data is in data extract(s).
- Ä Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- Ä The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- Ä The Client Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Ä Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5Ä Facilities

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

## 8.Ā Glossary

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

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

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

## 9.Ã Conversion

### 9.1Ã A&T Conversion Summary

#### 9.1.1Ã Collections Standard Conversion

- Ã Delinquent bills (ad valorem levies, property fees, special assessments, etc.):
  - oÃ Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: all bills/payments (even if paid in Legacy System) and payment history
  - oÃ Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: only delinquent bills (no payment history, just the balances that are still due at conversion)
- Ã Collection Flags
- Ã Interest Calculation Exceptions
- Ã Taxing Unit and G/L setup for distribution
- Ã Documents
- Ã Regular Bills (Not yet delinquent)
  - oÃ Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: all bills/payments (even if paid in Legacy System)

## 9.1.2 Appraisal Standard Conversion

- Appraisal Property Information: property identifiers, situs address, legal description, taxing units, neighborhood, property flags, property comments
- Appraisal Party Information (i.e. owners, lenders, agents, builders, etc.): party identifiers, party name, additional names, mailing addresses, phone numbers, email addresses
- Appraisal Property Types: residential, land, commercial, personal, mobile home
- Appraisal Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files
- Appraisal Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation results (summary)/assessments/exemptions
- Appraisal Sketch vectors
- Appraisal Sales/Transfers: party, ownership percentage, sale date, deed date, sale price, sale type, validity, book, page, instrument number, instrument type, additional properties, price confirmations, price adjustments, secure, custom fields
- Appraisal Permits: permit number, type, status, amount, builders/contractors, issue date, limit date, agency, percent complete, comment, custom fields
- Appraisal Appeals: level, year, date, status, case number, appellant info, scheduling info, results, custom fields
- Appraisal System User Info: user IDs, names, rights/roles
- Appraisal Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files

## 10. MnCCC iasWorld Implementation Addendum

### 10.1 MN Base Includes

- Assessment
  - Exemptions Processing
    - Disabled Vet
    - Homestead
    - 3-Year Plat/7-Year Plat
  - Cross County Parcel Maintenance
  - Plat/Splits/Combines/Annexation Processing
  - Owner Transfer and Owner Maintenance
  - Legal Information
  - Parcel Groups/Linking
  - Property Class Maintenance including Split Class
  - PRISM Reporting

- Ä PTR/Duplicate Homestead Reporting
- Ä Standard MN Assessment Notice (PDF and Flat File Extract)

- Ä CAMA

- Ä eCRV Processing (DOR file)
- Ä Sales Management
- Ä Permit Maintenance
- Ä Entrances Maintenance
- Ä Land Attribute and Value Maintenance
- Ä Ag Preserve and Green Acres Maintenance
- Ä Residential Attribute and Value Maintenance
- Ä Commercial Attribute and Value Maintenance
- Ä Outbuilding Attribute and Value Maintenance
- Ä Sketch
- Ä Standard MN GIS extract
- Ä Standard Residential Property Record Card
- Ä Standard Commercial Property Record Card

- Ä Inquiry and Appeals

- Ä Managing Appeals information
- Ä Scheduling Appeals
- Ä Entering Appeals Results/Status
- Ä Generating Appeals notices using the generic letter module

- Ä Tax Billing & Collection

- Ä Entering Levies
- Ä Special Assessment Processing using standard calculation methods.
- Ä TIF Processing including Hazardous Sub Districts
- Ä Fiscal Disparity (where Applicable)
- Ä Rate Calculation
- Ä Green Acre Payback
- Ä Senior Deferral Processing
- Ä Ditches/Drainage Projects
- Ä Credits
  - Ä Homestead disaster and local option disaster credit
  - Ä Powerline
  - Ä County Conservation
  - Ä Agricultural Preserves
  - Ä Ag Homestead Market Value
  - Ä Enterprise Zone
  - Ä Disparity Reduction
  - Ä Taconite
  - Ä Supplemental Taconite
  - Ä Bovine

- Ã Ag School Bond
  - oÃ Tax Calculation
    - Ã MN Standard Tax Calculation
    - Ã Standard MN Tax Statement (PDF and Flat File Extract)
    - Ã Standard MN TNT Statement (PDF and Flat File Extract)
  - oÃ Payment Processing
    - Ã ACH Payments
    - Ã Lockbox Payments
    - Ã Mortgage Company Payments
    - Ã Escrow Payments
    - Ã Payments in Lieu of Taxes
    - Ã Partial payment processing
  - oÃ Refund Processing including MSA interest
  - oÃ Settlement
    - Ã Standard MN Settlement
    - Ã Remittance Advice
    - Ã Levy Book Processing
  - oÃ Daily Balancing
- Ã Delinquent Tax
    - oÃ Interest/Penalty Calculation
      - Ã Set based on Property type
      - Ã Ability to freeze for petitions
    - oÃ Delinquent and Forfeiture Processing
      - Ã Adding cost fees
      - Ã Advertising List
      - Ã Letters/notices using the generic letter module
    - oÃ COJ processing
      - Ã COJ creation
      - Ã COJ payment processing
  - Ã Smart File
    - oÃ 3 Standard MN Smart Files
      - Ã Homestead Application
      - Ã Owner Address Change
      - Ã Opt-in/Opt-out of Mailing Statements (i.e. opt in for email)
  - Ã Public Access
    - oÃ Property Summary Information (address, taxpayer, building type, sales, value history, status, tax, sketch, photo)
    - oÃ Property Overview (Address, class, property use, districts, tif)
    - oÃ Tax Statement/Value Notice Download
    - oÃ Taxpayer Details
    - oÃ Alternate Addresses

- ̄ Property Values
- ̄ Land Information
- ̄ Residential Buildings
- ̄ Additional Structures
- ̄ Building Sketches
- ̄ Property Photos
- ̄ Property Transfer History
- ̄ Commercial/Apt Buildings
- ̄ Manufactured Homes
- ̄ Property Divisions
- ̄ GIS Map
- ̄ Property Tax Information
- ̄ Property Tax Payments
- ̄ Property Taxes Due
- ̄ Special Assessments

- ̄ Tyler Content Manger
  - ̄ Ability to upload/manage standard document types
  - ̄ Ability to upload/manage property photos

- ̄ System
  - ̄ Notes entry
  - ̄ Access to Inquire (Ad Hoc Reporting)
  - ̄ Mass Update
  - ̄ Single Sign on Configuration

## 10.2 AMN Base does NOT include:

- ̄ Custom Integration with Tax Application - \$15,000 per Interface and \$5,000 per county to setup/train
- ̄ Custom Integration with CAMA Application - \$15,000 per Interface and \$5,000 per county to setup/train
- ̄ Custom Integration with a GL Application - \$15,000 per Interface and \$5,000 per county to setup/train
- ̄ Custom Integration with Permitting Application - \$10,000 per Interface and \$5,000 per county to setup/train
- ̄ Custom Integration with Recorder of Deeds Application - \$10,000 per Interface and \$5,000 per county to setup/train
- ̄ Integration with Marshall and Swift – Price to be scoped by county (license and services cost)
- ̄ Online Payment Processing with Public Access- \$25,000 per Vendor
- ̄ Custom Workflows – Priced per Scope of workflow (varies by complexity)



- Custom Smartfiles - Priced per Scope of the smart file (varies by complexity)
- Modification to baseline MN reports (outside of legislative changes) – Price to be scoped per change requested
- New reports (outside of legislative changes) - Price to be scoped per change requested
- Tyler Cashiering – SaaS and Implementation Cost (price varies by category A-D) and 3<sup>rd</sup> party payment processing vendor.
- Field Mobile – SaaS and Implementation Cost (price varies by category A-D)
- Assessment Connect / Open Assessment - SaaS and Implementation Cost (price varies by category A-D)

## Attachment 3

### Participation Agreement

This Participation Agreement (this "Participation Agreement") is made and entered into at the request of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), by and between Minnesota Counties Computer Cooperative ("MnCCC") and [County] (the "Participant"). Capitalized terms not defined herein shall have the meaning as set forth in the Master Agreement (defined below).

#### Background

WHEREAS, Tyler and MnCCC have entered into a Master Services Agreement, including all exhibits, schedules and attachments thereto (the "Master Agreement") to provide certain products and services for the benefit of participating MnCCC member end users; and

WHEREAS, Participant is a participating MnCCC member end user through MnCCC to Participant under the terms of this Participation Agreement;

NOW, mutual promises contained herein and under the terms and conditions set forth in the Master Agreement which are incorporated herein by reference, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, MnCCC and Participant agree as follows:

A. MnCCC shall cause Tyler to deliver the products and/or services described in Exhibit A of this Participation Agreement to Participant. Participant shall be responsible to MnCCC and MnCCC shall be responsible to Tyler for fees and expenses related to the products and/or services Tyler delivers to Participant. Invoicing and payment will be pursuant to the Master Agreement.

B. Participant acknowledges and agrees to abide by the terms of the Master Agreement attached as Exhibit B of this Participation Agreement. Execution of this Participation Agreement does not make Participant a party to the Master Agreement.

D. Participant may terminate this Participation Agreement by giving MnCCC written notice in the same manner as identified in Section F(2) of the Master Agreement; provided, however, Participant acknowledges its obligation to pay MnCCC, which is obligated to pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Participant has received, or Tyler has delivered, incurred and Participant has accepted, prior to the effective date of termination. Termination of this Participation Agreement shall have no effect on the Master Agreement, or on any of the rights or obligations of the parties hereto that relate to their status as MnCCC members.

E. Any notice required or permitted under this Participation Agreement shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below its signature line. Either party may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.

F. This Participation Agreement consists of this cover page and the following signature page as well as the attachments and exhibits attached hereto and to be attached throughout the term in Section F(1) of the Master Agreement, all of which are incorporated by reference. This Participation Agreement may only be modified by the written agreement of MnCCC and Participant, in a manner consistent

with the Master Agreement. MnCCC agrees to promptly provide Tyler with a copy of any such amendment. No waiver of any provision of this Participation Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

G. This Participation Agreement shall be understood to be consistent with the responsibilities enumerated in the Master Agreement. Any perceived conflict between this Participation Agreement and the Master Agreement shall be resolved in favor of the Master Agreement.

IN WITNESS WHEREOF, this Participation Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

Minnesota Counties Computer Cooperative

[County]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

100 Empire Drive, Suite 201  
St. Paul, MN 55103  
Attn: Chief Legal Officer

[ADDRESS 1]  
[ADDRESS 2]  
Attn: [CONTACT]



Quoted By: Troy Fryman  
 Quote Expiration: 5/25/22  
 Quote Name: Wabasha County\_Cama & Tax

**Sales Quotation For:**  
 Wabasha County  
 625 Jefferson Ave  
 Wabasha MN 55981-1529  
 Phone: +1 (651) 565-3669

**Tyler SaaS**

Description	Annual SaaS Fee	Term	Total Annual SaaS Fee
<b>Property &amp; Recording</b>			
Cashiering			
Cashiering	\$ 14,250	1	\$ 14,250
<b>Enterprise Assessment &amp; Tax</b>			
Unlimited Legislative Changes	\$ 7,950	1	\$ 7,950
Enterprise Assessment & Tax Standard	\$ 64,420	1	\$ 64,420
Inquiry & Appeals Tracking	\$ 5,890	1	\$ 5,890
Delinquent Tax	\$ 5,890	1	\$ 5,890
SmartFile	\$ 3,150	1	\$ 3,150

<b>TOTAL</b>	<b>\$ 101,550</b>	<b>\$ 101,550</b>
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**Services**

Description	Fees
<b>Property &amp; Recording</b>	
Travel Expenses	\$ 20,800
Tyler Professional Services	\$ 299,060
Tyler Payments (see notes below)	\$ 0
<b>TOTAL</b>	<b>\$ 319,860</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Annual / SaaS (Yearly)	\$ 0	\$ 101,550
Total Tyler Services	\$ 319,860	\$ 0
<b>Summary Total (Entire Term)</b>	<b>\$ 319,860</b>	<b>\$ 101,550</b>
<b>Contract Total</b>	<b>\$ 421,410</b>	

**Optional Tyler SaaS**

Description	Annual SaaS Fee	Term	Total Annual SaaS Fees
<b>Property &amp; Recording</b>			
Assessment Connect			
Assessment Connect	\$ 15,870	1	\$ 15,870
Enterprise Assessment & Tax			
Field Mobile	\$ 8,500	1	\$ 8,500

**TOTAL**

**\$ 24,370**

**\$ 24,370**

**Optional Services**

Description	Fees
Property & Recording	
Field Mobile Service	\$ 39,905
Assessment Connect Service	\$ 18,400
<b>TOTAL</b>	<b>\$ 58,305</b>

**Comments**

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

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

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

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

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

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

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

Unless Client acquires Tyler Content Manager Enterprise Edition, use of Tyler Content Manger is limited to its use with iasWorld

### **Tyler Payments**

- 12 Month implementation, 30% resourcing
- MN standard configurations, no mods in base setup
- Client business processes may change to match MN Standard
- Mini Fit/Gap to understand County's unique processes (20 days = 1 team week)
- Travel billed separate, as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

### **Tyler Payments**

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Please see Tyler Payments fee schedule below.

Standard pricing for Tyler Payments for **iasWorld** is **3.50% per transaction with \$1.45 minimum. E-checks are \$1.45.**



# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Wabasha County, Minnesota**, whose place of business is: 625 Jefferson, Wabasha, MN 55981 ("CLIENT").

## 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

### a) Database Connection

**Beacon** Database Connection for Tyler iasWorld(Tax):

- 1) **Beacon** Parcel Search & Report Module rewrite for source data system upgrade. PROFESSIONAL will develop **Beacon** parcel search and report modules that are compatible with CLIENT's new Tyler iasWorld data system.
- 2) **DATA ETL Configuration**  
PROFESSIONAL will configure an automated routine to transfer data from CLIENT's Tyler iasWorld system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

### b) Database Connection

**Beacon** Database Connection for Tyler iasWorld(CAMA):

- 3) **Beacon** Parcel Search & Report Module rewrite for source data system upgrade. PROFESSIONAL will develop **Beacon** parcel search and report modules that are compatible with CLIENT's new Tyler iasWorld data system.
- 4) **DATA ETL Configuration**  
PROFESSIONAL will configure an automated routine to transfer data from CLIENT's Tyler iasWorld system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

## 2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

a. **One-time Setup Cost:** **\$3,312**

Setup items:

Database Connection (CAMA):	Included
Database Connection (Tax):	Included
Subtotal	\$6,624
<u>Discount</u>	<u>\$3,312</u>
Total	\$3,312

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

*If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.*

### HEADQUARTERS

Historic Fort Harrison  
8901 Otis Avenue, Suite 300  
Indianapolis, IN 46216

### Ankeny, Iowa

1450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023



Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4 Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

**5 Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6 Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

**7 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

**9 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

**Pricing is valid through March 31, 2022.**

**PROFESSIONAL:**  
Schneider Geospatial, LLC

By: \_\_\_\_\_

Print: Jeff Corns, GISP

Title: President

Date: \_\_\_\_\_

**CLIENT:**  
Wabasha County, Minnesota

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date:

04/05/22

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Agenda Item:

A/T - Appoint two Commissioners to Canvass Board

\*\*\*\*\*

Requested Action:

Minnesota Election Law 204.32 states that the County Canvassing Board shall consist of the County Auditor, the Court Administrator, the Mayor or Chair of the town board of the county's most populous municipality and two County Commissioners who are not candidates for election.

The date for County Canvassing Board for the 2022 Special Primary Election and Primary Election is Friday, August 12, 2022 at 9:00 a.m. in the Meeting room on the 2<sup>nd</sup> floor of the County Court House.

The date for County Canvassing Board for the 2022 General Election is Thursday, November 10, 2022 at 9:00 a.m. in the Meeting room on the 2<sup>nd</sup> floor of the County Court House.

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Fiscal Impact:

\*\*\*\*\*

Background/Recommendation:

Recommend appointing two Commissioners.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

# Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

April 5, 2022

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Agenda Item:

La Crosse Solid Waste Contract Extension

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Requested Action:

Approve Contract Extension – To 2030 with 2 possible 5 year extensions.

\*\*\*\*\*

Fiscal Impact:

No capital costs. Tipping fees associated with the generated waste still apply.

\*\*\*\*\*

Background/Recommendation:

Under the proposed agreement Wabasha County would continue to direct waste to Xcel on French Island or the Landfill. The County would still be involved with how the system is being moved forward with our Commissioner appointment on the Solid Waste Policy Board. This agreement is much different than the 2002 Amendment in that the County does not have a projected annual payment for the Xcel retrofit and emissions upgrades those projects have been completed.

For context, this agreement centers around the five counties currently utilizing the system (Wabasha, La Crosse, Houston, Trempealeau and Buffalo) and the extension would secure disposal for each of the Counties for the term of the agreement. La Crosse is not looking to allow others into the landfill portion of the program at his time. During 2019 the La Crosse landfill started the process of expansion for the facility and this was approved in late 2021. Under the original design the landfill had about 10 – 12 years of airspace remaining. With the current expansion the landfill gained another 14-15 years.

\*\*\*\*\*

Action:

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2022-072**

Approve Amendment to Solid Waste Disposal Agreement

**WHEREAS**, La Crosse and Wabasha County (herein “La Crosse” and “Wabasha” respectively) entered into a Solid Waste Disposal Agreement (the “Agreement”) on March 21, 1990 to arrange for the receipt, processing and disposal of solid waste generated in Wabasha County at the NSP, now Xcel Energy, Refused Derived Fuel (RDF) Facility and the La Crosse County Landfills from July 1, 1998 through June 30, 2008; and

**WHEREAS**, La Crosse and Wabasha County amend the Agreement on July 15, 2002 and extend the terms until June 30, 2023;

**WHEREAS**, an extension is being sought for an additional seven (7) years beyond the June 30, 2023 termination to a new termination date of June 30, 2030, with two possible five-year extensions to June 30, 2035 and June 30, 2040 if agreed to by the parties.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, County Administration is authorized enter into any contract or agreement necessary to continue the Solid Waste services with La Crosse County.

Adopted this 5th day of April, 2022 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Its Board Chair

Attest:

By: \_\_\_\_\_  
Its Board Clerk