
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-080

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND BS&A SOFTWARE FOR FINANCIAL AND COMMUNITY DEVELOPMENT
SOFTWARE AS A SERVICE ("SAAS")**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-080

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BS&A SOFTWARE FOR FINANCIAL AND COMMUNITY DEVELOPMENT
SOFTWARE AS A SERVICE ("SAAS")**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with BS&A Software, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

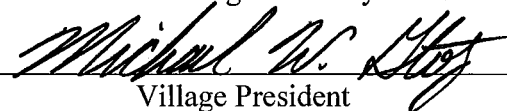
ADOPTED this 18th day of July, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 18th day of July, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BS&A SOFTWARE FOR
FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE AS A SERVICE ("SAAS")**

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware corporation and the Village of Tinley Park, Cook County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2. Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

2. **Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

3. **SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

- 4.1. BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

- 4.2. Customer retains all ownership and intellectual property rights to the data.
- 4.3. With regard to Customer's data, BSA represents and warrants that the data can and will be made available to the Customer in a standard SQL format to allow Customer to obtain, move, copy or transfer Customer's data to a different service or IT environment upon termination of this Agreement.

5. Limited Software Warranty.

- 5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.
- 5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the commencement of training ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. SaaS Services.

- 7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.
- 7.2. Microsoft Azure Commercial data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required. BSA will notify Customer in writing no less than ninety (90) days prior to utilizing any replacement data center.
- 7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

- 7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.
- 7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster. BSA will use all means reasonably available to ensure Customer's access is restored within one (1) business day. In the event Customer's ability to access the BSA Software Products is not restored within one (1) business day BSA will provide Customer with a credit for training or conferences attendance equivalent to the prorated SaaS cost for each day the access is not restored in excess of the targeted recovery time.
- 7.6. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.
- 7.7. **Database Instances.** SaaS prices include two (2) database instances of the BSA Software Product. Both instances will be deployed using equivalent hardware resources.
- 7.8. Customer may request access to specific data, to be accessed through an SQL View in the Customer Data to be created by BSA. Upon request with specific information about the data to be included in the SQL View from Customer, BSA will provide customer with details regarding additional information needed and timeframe to be able to create this access to the requested data. BSA will provide up to fifteen (15) database views requested by Customer at no additional cost to Customer.

SECTION B – PROFESSIONAL SERVICES

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A and Exhibit D (Statement of Work)**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which will include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. BSA will inform Customer in the event a Change Order will affect the implementation schedule and Go Live date prior to execution of the Change Order. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
10. **License and Ownership.**

- 10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2. Subject to Section 10.1 and Customer's compliance with this Agreement (including payment pursuant to **Schedule 1 of Exhibit A**), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
11. **Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.
12. **Limited Professional Services Warranty.**
- 12.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, at no additional cost to Customer, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.
- 12.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.
13. **Customer Site Access and Assistance.**
- 13.1. Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.) BSA will provide notice to Customer as soon as reasonably practicable of project issues as well as in the event BSA is unable to meet the project deadlines and other project milestones pursuant to this section. Notice will be provided to the Customer's named project representative.
- 13.2. At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.
- 14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

15. Support.

- 15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith. BSA will not perform any such excluded Maintenance and Support Services for which the Village would incur costs without the express written permission of Customer.
- 15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If

requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

- 15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer. BSA will not remotely connect to any Customer workstation without express approval by Customer and under Customer supervision.

SECTION D -- THIRD PARTY PRODUCTS

16. Third Party Products.

- 16.1. BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).
- 16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E -- GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

- 17.1. Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2. Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party (other than Customer's contractor(s) as specified below) without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

17.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

18. Customer Confidential Information.

18.1. BSA Acknowledges that its employees and agents, in the performance of this Agreement may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities. 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, marked or otherwise identified as confidential or proprietary, each as defined by applicable Illinois law. BSA agrees that it will not disclose any confidential information of the Customer and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained within this Agreement shall survive the termination or cancellation of this Agreement.

18.2. The obligation of confidentiality created within this section of the Agreement will not apply to information that:

18.2.1. Is in the public domain, either at the time of disclosure or afterwards except by breach of this agreement by BSA or its employees or agents;

18.2.2. BSA can establish by reasonable proof was in that party's possession at the time of the initial disclosure;

18.2.3. BSA receives from a third party who has a right to disclose it;

18.2.4. Is the subject of a legitimate disclosure request under the open records law (Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA") or similar public disclosure laws.

19. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

20. **Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

- 21. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.
- 22. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. 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.
- 23. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Cook, State of Illinois, or in any court in the United States of America lying in the Northern District of Illinois.
- 24. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 25. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until five (5) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.
- 26. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
- 27. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18,

21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

27.1. Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.

27.2. Force Majeure. Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.

27.3. Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.

27.4. Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. If Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.

27.5. Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.

28. Severability. If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

29. No Waiver. In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.

30. Successors and Assigns. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

31. Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

32. Notice. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may

from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park IL 60477
Telephone: (708) 444-5000

33. **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
34. **Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.
35. **Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
36. **Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, 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 does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

37. **Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.
38. **U.S. Government Rights.** Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.
39. **Export Control.** Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.
40. **Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
- Exhibit A – Payment Terms Generally
 - Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees
 - Schedule 2 to Exhibit A – Professional Service Fees
 - Exhibit B – Annual Service Fees
 - Exhibit C – Support Call Process
 - Exhibit D – Statement of Work
 - Exhibit E – Service Order Integration

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BS&A SOFTWARE, LLC

By: Mark Puetz

Name: Mark Puetz

Title: Product Manager

Date: 10-02-2023

CUSTOMER

By: Michael W. Glotz

Name: Michael W. Glotz

Title: Village President

Date: Sept. 28, 2023

EXHIBIT A

Payment Terms

1. Customer shall pay undisputed invoices to BSA in conformance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*) ("Prompt Payment Act").
2. Any amount not subject to good faith dispute and not paid pursuant to paragraph 1, Exhibit A shall, without prejudice to other rights and remedies, be subject to an interest charge as permitted under the Prompt Payment Act, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing within (30) days of Customer's receipt of the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute. BSA will respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. BSA will work with Customer as may be necessary to develop an action plan that outlines reasonable steps to be taken by BSA and Customer to resolve any issues presented in Customer's notice. Customer may withhold payment of the amount(s) actually in dispute, and only those amounts, until BSA completes the action items outlined in the plan. If BSA is unable to complete the action items outlined in the action plan because of Customer's failure to complete the items agreed to be done by Customer, then Customer will remit full payment of the invoice.
3. BSA shall invoice Customer \$234,765 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$165,845 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1. BSA will activate Customer's site for use upon the commencement of Implementation and Training.
5. BSA shall invoice Customer \$231,865 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2. Notwithstanding the foregoing, Customer will only be billed for Training/Implementation days held and travel expenses for trips made.
6. In the event an additional BSA client purchases Cartegraph Integration matching the functionality defined by Customer within twenty-four (24) months of the execution of this Agreement, BSA will provide Customer a credit for SaaS Fees in the amount of eight thousand dollars (\$8,000), for each such purchase up to the total cost of said API Integration with Cartegraph identified as "API Integration with Cartegraph API, based upon documentation provided by Cartegraph".

Schedule 1 to Exhibit A

SaaS Fees

Modules

Financial Management	
General Ledger	\$11,250
Accounts Payable	\$9,560
Cash Receipting	\$9,560
Accounts Receivables	\$9,560
Fixed Assets	\$9,560
Purchase Order	\$9,560
Utility Billing (based on 21,513 utility customers)	\$19,360
Personnel Management	
Payroll	\$15,465
Human Resources	\$11,250
Community Development	
Building Department	\$14,760
Business License	\$9,560
BS&A Online	
Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online	\$10,200
Public Records Search + Online Bill Pay With use of integrated Credit Card Processor	\$2,500
Subtotal	\$142,145

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

<i>Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.</i>	\$15,800
<i>Test Environment, billed annually</i>	\$7,900

Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions

Conversion scope and price are estimates, pending review of preliminary data.

Convert existing Tyler Eden data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$12,490
Accounts Payable (Vendors, Up to 10 Year Invoices and Check History)	\$10,610
Purchase Order (Historical completed purchase orders)	\$12,905
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$10,610
Accounts Receivable (Customers, Invoice and Receipt History, if available)	\$12,905
Fixed Assets (Asset Information)	\$10,610
Utility Billing (Accounts, Services, Deposits, Rates, Meters, Unlimited Years of Service, billing and Payment History)	\$30,100
Payroll (Database Setup, Employee detail and Year to Date)	\$25,825
Building Department (Property Information, Open Permits, and History Data)	\$28,045
Business License (Businesses, Licenses, and History Data)	\$18,165
<hr/>	
Database Setup:	
Human Resources	\$3,600
<hr/>	
Subtotal	\$175,865

Customization

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
<hr/>	
API Integration with Cartegraph	
API Integration with Cartegraph API, based upon documentation provided by Cartegraph	\$24,000
Add field to Work Order Type to enable determination of which records to send to Cartegraph	\$3,000
Add meter change tables to store meter change information in a pending state, until Work Order is completed.	\$6,000
Project Management, including up to 20 hours dedicated to conference calls, testing efforts and final design	\$0
Import/Export of Adjudication Data with DACRA	
Export of Enforcement Information from BS&A	\$3,000
Import of Adjudication Data from DACRA	\$3,000
<hr/>	
Subtotal	\$40,500

Project Management and Implementation Planning

Services Include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$58,900

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services Include:

- Setting up users and user security rights for each module
- Performing final process and procedure review
- Configuring custom settings in each module to fit the needs of the customer
- Setting up module integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	10		\$12,000
Financial Management Modules	Days:	45		\$54,000
Personnel Management Modules	Days:	27		\$32,400
Community Development Modules	Days:	31		\$37,200
		Total:	113	Subtotal \$135,600

Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules*
- *Assist customers with more detailed and advanced report options available within the BS&A modules*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *\$1,200/day*
- *Days quoted are estimates; you are billed for actual days used*

Post-Go Live for all modules for which training was performed	Days: 8	\$9,600
---	---------	---------

Travel Expenses

\$46,165

EXHIBIT B

Annual Service Fees

Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Financial Management	
General Ledger	\$11,250
Accounts Payable	\$9,560
Cash Receipting	\$9,560
Accounts Receivables	\$9,560
Fixed Assets	\$9,560
Purchase Order	\$9,560
Utility Billing	\$19,360
Personnel Management	
Payroll	\$15,465
Human Resources	\$11,250
Community Development	
Building Department	\$14,760
Business License	\$9,560
BS&A Online	
Public Records Search	\$10,200
Building Department	\$2,500
API Integration with Cartegraph	\$4,000
Total Annual Service Fees	\$146,145

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Fridays, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. **Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. **Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. **Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. **Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. **Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

EXHIBIT D

Statement of Work

Statement of Work

Village of Tinley Park, Cook County, IL

Prepared for: Anthony Ardolino
Tinley Park, Cook County IL

Prepared by: [Name]
BS&A Software

Date: [Date]
Version: 1
Revision: 1.1
Status: Draft

Table of Contents

1. Contact List.....	2120
2. Key Data from Proposal	2224
3. Activities and Deliverables	2422
3.1 GL/Budgeting	2422
3.2 Cash Receipting.....	2523
3.3 Accounts Payable.....	2523
3.4 Purchase Order	2624
3.5 Fixed Assets.....	2624
3.6 Miscellaneous Receivables.....	2725
3.7 Utility Billing	2725
3.8 Building Department.....	X
3.9 Business License	X
4. Delivery Method	3128
4.1 Generalized Approach	3128
4.2 Detailed Schedule.....	3330
4.3 Gantt Chart	3539
5. Project Management Process	3640
5.1 Organization – Roles and Responsibilities	3640
5.2 Change Control.....	3842
5.3 RAID Management	3943
6. Review and Approval.....	4044
7. Appendix.....	4245
7.1 Change Request Form	4346

Table of Figures

Figure 1: Delivery Process Overview	3128
Figure 2: Delivery Process – Execute Phase.....	3229
Figure 3: Change Control Procedure	3842

1. Contact List

This section provides the list of key contacts for both BS&A Software and Village of Tinley Park:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Project Manager	Email one	Cell one
Project Manager	Email two	Cell two
CD Project Manager	Email three	Cell three

Village of Tinley Park Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Village Project Manager*	Email one	Cell one
Name two	Email two	Cell two
Name three	Email three	Cell three

*The individual identified as the Village Project Manager is the person designated to coordinate all scheduling/rescheduling of any implementation sessions with BS&A.

2. Key Data from Proposal

Modules

Financial Management	
General Ledger	\$11,250
Accounts Payable	\$9,560
Cash Receipting	\$9,560
Accounts Receivables	\$9,560
Fixed Assets	\$9,560
Purchase Order	\$9,560
Utility Billing (based on 21,513 utility customers)	\$19,360
Personnel Management	
Payroll	\$15,465
Human Resources	\$11,250
Community Development	
Building Department	\$14,760
Business License	\$9,560
BS&A Online	
Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$2/application is accumulated and billed to the municipality).	\$8,855
Public Records Search + Online Bill Pay With use of Integrated Credit Card Processor	\$2,500
Subtotal	\$140,800

Data Conversions

Conversion scope and price are estimates, pending review of preliminary data.

Convert existing Tyler Eden data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$12,490
Accounts Payable (Vendors, Up to 10 Year Invoices and Check History)	\$10,610
Purchase Order (Historical completed purchase orders)	\$12,905
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$10,610
Accounts Receivable (Customers, Invoice and Receipt History, if available)	\$12,905
Fixed Assets (Asset Information)	\$10,610
Utility Billing (Accounts, Services, Deposits, Rates, Meters, Unlimited Years of Service, billing and Payment History)	\$30,100
Payroll (Database Setup, Employee detail and Year to Date)	\$25,825
Building Department (Property Information, Open Permits, and History Data)	\$28,045
Business License (Businesses, Licenses, and History Data)	\$18,165
Database Setup:	
Human Resources	\$3,600
Subtotal	\$175,865

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
--	---------

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$58,900

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each module
- Performing final process and procedure review
- Configuring custom settings in each module to fit the needs of the customer
- Setting up module integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	10		\$12,000
Financial Management Modules	Days:	45		\$54,000
Personnel Management Modules	Days:	27		\$32,400
Community Development Modules	Days:	31		\$37,200
		Total:	113	Subtotal \$135,600

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed Days: 8 \$9,600

3. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

3.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data

8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
 - a. Chart of Accounts analysis
 - b. Budget process and timing
 - c. Bank reconciliation process and timing
 - d. Pooled cash environments
 - e. Funds with differing FYEs
 - f. Project accounting
 - g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.2 Cash Receipting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, add receipt items
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current CR process
 - a. Number of receipting stations
 - b. Confirm receipting hardware requirements
 - c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.3 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development

4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, import vendors list
8. QC final BS&A database and documentation
 - a. Verify 1099 vendors are marked
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
 - a. Invoice entry process and timing
 - b. Approval process
 - c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.4 Purchase Order

Establish BS&A Databases

1. Extract preliminary reports
2. Extract reports
3. QC final BS&A database and documentation
4. Customize purchase order format
5. Create encumbrances from open POs
6. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current PO process
 - a. Requisition entry process
 - b. Purchasing policy
 - c. Approval workflow
 - d. Bidding
 - e. Receiving
 - f. Year end process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.5 Fixed Assets

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation

5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current FA process
 - a. Depreciation schedule
 - b. Construction in progress
 - c. Improvements
 - d. Importing assets from PO or AP
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.6 Miscellaneous Receivables

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Setup preliminary data
3. Extract final data with corroborating reports
4. Setup final data
5. QC final BS&A database and documentation
6. Customize MR invoice format
7. Customize customer statement format
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current MR process
 - a. Invoice entry process
 - b. Billing frequency
 - c. Penalties
 - d. ACH payments
 - e. Handling of delinquent balances
 - f. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.7 Utility Billing

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation

5. Preliminary conversion data review
6. Customize bill format and other documents
7. Extract final data with corroborating reports
8. Convert final data
9. QC final BS&A database and documentation
10. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current UB process
 - a. Billing frequency and timing
 - b. Read file interfaces
 - c. Bill printing process
 - d. Payment process
 - e. Delinquent balance process
 - f. Work orders
 - g. Any required application interfaces
2. Review BS&A application functionality
3. Establish new read file interface
4. Establish payment file interface
5. Establish printer export file
6. Define BS&A process and training requirements

3.8 Payroll

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current payroll process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.9 Human Resources

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Gather formats for property import
4. Preliminary conversion development
5. Preliminary conversion QC and documentation
6. Preliminary conversion data review
7. Configure Fee Items
8. Extract final data with corroborating reports
9. Convert final data
10. QC final BS&A database and documentation
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current HR process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.10 Building Department

Establish BS&A Databases

12. Extract preliminary data with corroborating reports
13. Collect screen shots from current solution
14. Gather formats for property import
15. Preliminary conversion development
16. Preliminary conversion QC and documentation
17. Preliminary conversion data review
18. Configure Fee Items
19. Extract final data with corroborating reports
20. Convert final data
21. QC final BS&A database and documentation
22. Verify final BS&A database at cutover

Establish BS&A Process

6. Review current BD process
 - a. Building Permits
 - b. Code Enforcements
 - c. Certificates
 - d. Bonds
7. Review BS&A application functionality
8. Define BS&A process and training requirements
9. Document BS&A process
10. Verify final BS&A process at cutover

3.11 Business License

Establish BS&A Databases

10. Extract preliminary data with corroborating reports
11. Collect screen shots from current solution
12. Preliminary conversion development
13. Preliminary conversion QC and documentation
14. Preliminary conversion data review
15. Extract final data with corroborating reports
16. Convert final data
17. QC final BS&A database and documentation
18. Verify final BS&A database at cutover

Establish BS&A Process

6. Review current BL process
 - a. Business Registrations
 - b. Renewals
7. Review BS&A application functionality
8. Define BS&A process and training requirements
9. Document BS&A process
10. Verify final BS&A process at cutover

4. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to Customer. This method is described in terms of the generalized approach and as a detailed schedule.

4.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of Customer:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

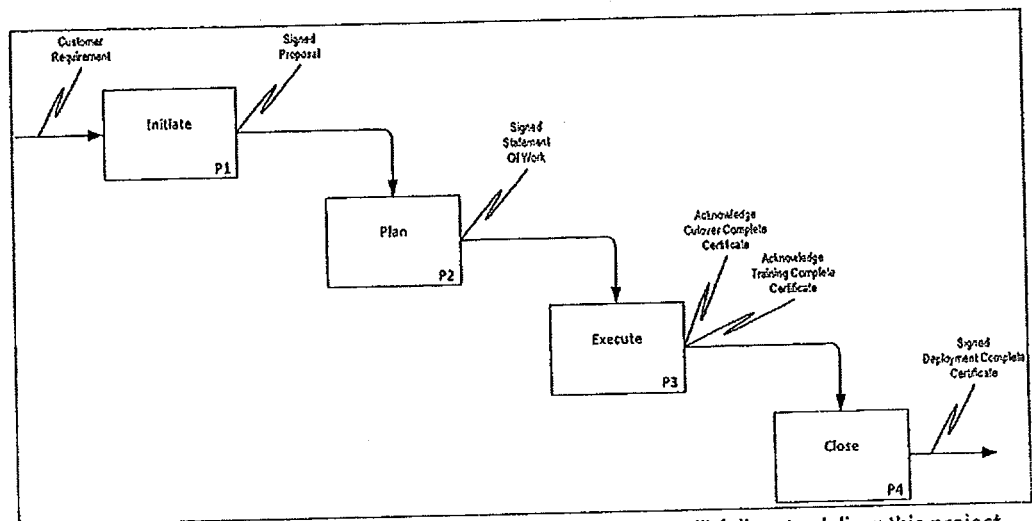
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

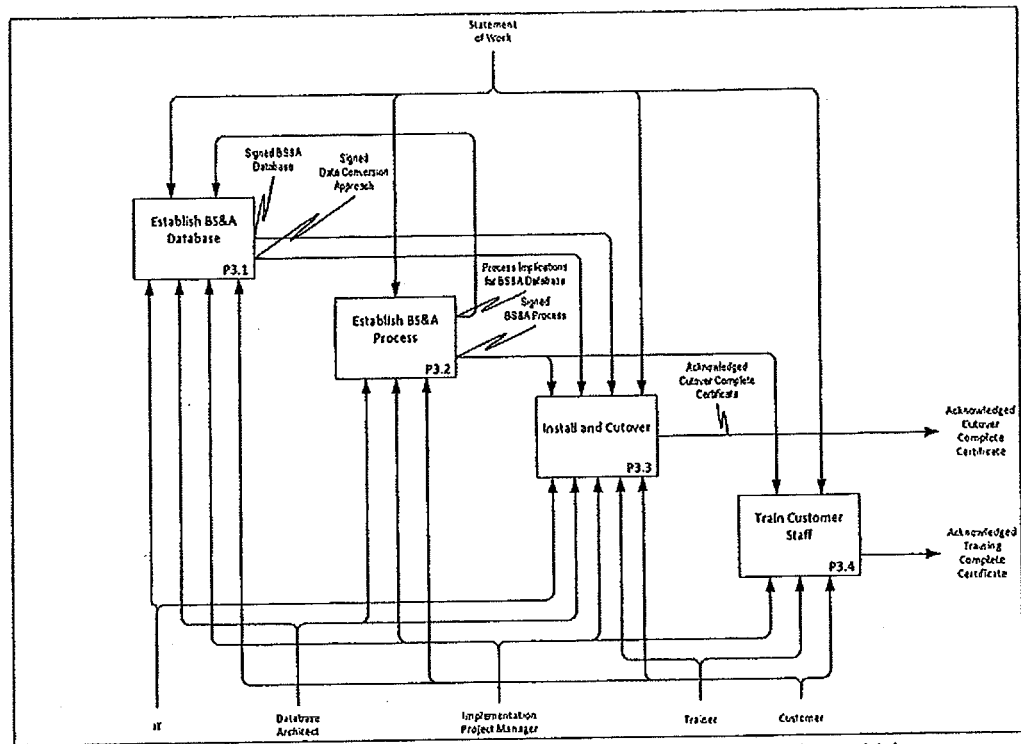
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

4.2 Detailed Schedule

BS&A will deliver the initial detailed schedule to Customer prior to the project kickoff meeting. BS&A will review the schedule with Customer during the kickoff meeting.

BS&A will target holding the project kickoff meeting within 60 days of a fully executed agreement.

The schedule will be shared with Customer through SharePoint. The schedule will be maintained, including any mutually agreed rescheduled activities, by BS&A and these changes will be communicated to Customer through SharePoint.

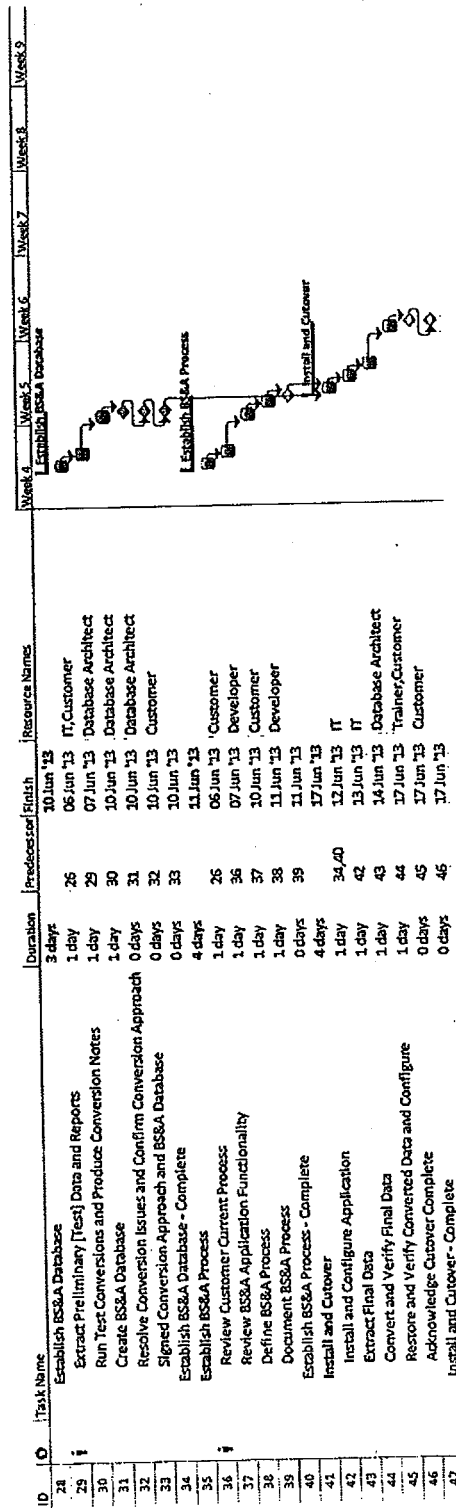
The project schedule will include at least one pre-go live parallel for utility billing and one for payroll at least one month prior to the scheduled go live date.

The Village prefers that Community Development go live first, prior to Financials and Utility Billing.

Task	Responsible Parties (Bold is Primary)	Start
Conduct Kick-off Meeting	BS&A and Village	5 month post signing
Review Project Scope and Project Management Process	BS&A	5 month post signing
Establish Project Meeting Schedule	BS&A and Village	6 month post signing
Assemble BS&A Project Team	BS&A	7 months post signing
Assemble Village Project Team	Village	8 months post signing
Create Initial Project Timeline	BS&A & Village	8 months post signing
Meet with Village IT Staff to review Hardware Configurations	BS&A and Village	5 months pre go-live
Extract Preliminary Data from current System	BS&A and Village	5 months pre go-live
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	8 months pre go-live
Conduct Review of Converted Data with City	BS&A and Village	6 months pre go-live
Conduct On-site Process Review Meeting	BS&A and Village	3 months pre go-live
Conduct Analysis of Current Forms	BS&A and Village	3 months pre go-live
Conduct Review of Required Reports	BS&A and Village	3 months pre go-live
Conduct Analysis of System Interface Requirements	BS&A and Village	3 months pre go-live
Develop Best Practices Recommendation	BS&A	3 months pre go-live
Approve Recommendations		3 months pre go-live
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	3 months pre go-live
Create System Specification Document	BS&A	3 months pre go-live
Create Forms	BS&A	0-2 months pre go-live
Create Reports	BS&A	0-2 months pre go-live
Conduct Acceptance Testing	Village	0-2 months pre go-live
Conduct Final Data Extraction	Village	1 week pre go-live
Convert Final Data	BS&A	1 week pre go-live
On-site Set-up for Users and Configuration Items	BS&A	0-1 month pre go-live

On-site Training	BS&A and Village	0-2 months pre go-live
Conduct Post Project Review & Assessment	BS&A and Village	1 month post go-live
Conduct Post Implementation Follow Up Training	BS&A and Village	TBD

4.3 Gantt Chart



5. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

5.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

- ~ **Implementation Director**
 - Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Implementation Project Manager**
 - Has day-to-day accountability for the project.
 - Manages and coordinates all activities and resources associated with the project
 - Produces and maintains the Project Plan
 - Responsible for and leads the work associated with the development of the customer's new processes.
 - Will provide, or direct BSA project team members to provide to Customer, a Master Action List containing all action items and business process decisions for the project.
 - The Project Manager will be assigned following execution of the Agreement and prior to the project Kick-Off meeting.
 - Will hold a project status meeting with the Village Project Manager scheduled as mutually agreed by BS&A and Customer based on project status and needs.
- ~ **Database Architect**
 - Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Implementation Specialist**
 - Responsible for and leads the cutover and delivery of the training.
 - Has the ability to schedule/reschedule onsite/implementation sessions on BS&A behalf along with the Project Manager.
 - BS&A personnel are responsible for communicating any scheduling/rescheduling with other BS&A personnel.
 - All scheduling/rescheduling of onsite/implementation sessions will be coordinated with the Village's designated Project Manager.
- ~ **IT**
 - Assists with the extraction of test and production data from the customer's existing applications.
 - Responsible for the installation of the BS&A applications on the customer's production environment.

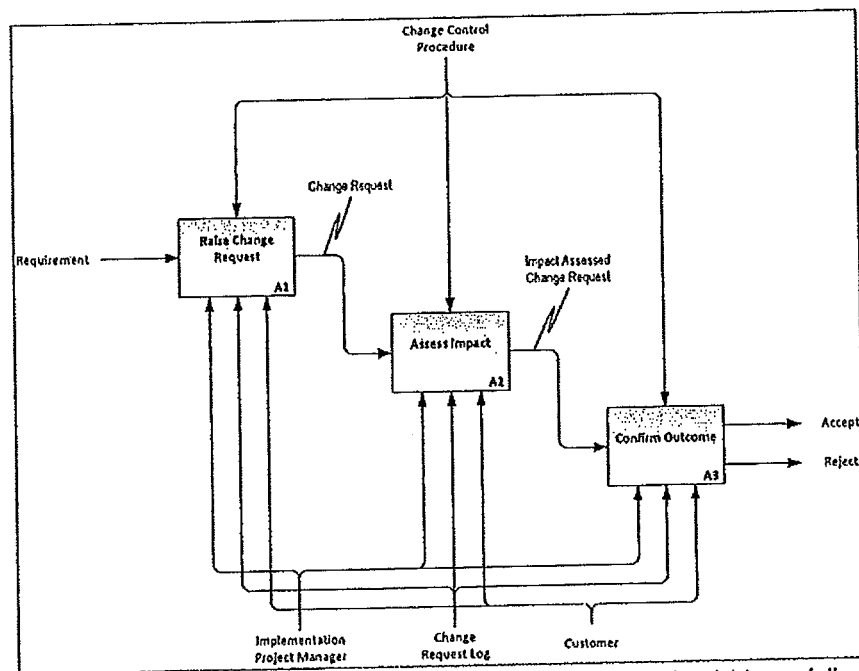
- ~ **Subject Matter Experts**
 - May assist as required.

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications.

5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

5.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – risks will be reviewed at specific times during the project</p> <p><i>Lifespan</i> – could remain open for the duration of the project</p>
Action	<p>Used to describe and control the specific tasks that are raised at management meetings.</p> <p>These tasks are outside of activities listed in the Project Plan and Statement of Work.</p>	<p><i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised.</p> <p><i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.</p>
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at the management meeting.</p> <p><i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned.</p>
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions.</p> <p><i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a "no-decision" is equal to a rejection).</p>

The details of the RAID Management procedure are available in the Project Management Procedures document.

6. Imports,Exports & Functionality

The following imports to & exports from BSA are needed by the Village and will be incorporated in the implementation.

- a. Employee Benefits – ability to import the benefit selections associated with each employee including:
 - i. name,
 - ii. employee ID,
 - iii. benefit description,
 - iv. deduction amount
- b. ExecuTime – ability to import employee time for payroll processing
 - i. name,
 - ii. employee ID,
 - iii. employee hours,
 - iv. pay type associated with the hours
- c. Aladtec – ability to import employee time for payroll processing
 - i. name,
 - ii. employee ID,
 - iii. employee hours,
 - iv. pay type associated with the hours
- d. DACRA –
 - i. ability to export code cases for adjudication to a file(csv, fixed-width, Excel), including:
 1. Name
 2. Address of violation
 3. Violation type(s)
 4. Case ID # (BS&A Enforcement Number)
 - ii. Ability to import adjudication information for the case from a file(csv, fixed-width, Excel),
 1. Case ID # (BS&A Enforcement Number)
 2. Adjudication disposition (BS&A Custom Field)
 3. Fees or fines imposed.
- e. Employee Benefits & Deductions– ability to import new employee benefits and deductions or update existing employee benefits and deductions:
 - i. benefits (for payroll processing)
 - ii. deductions
 - iii. *It is anticipated that some Employee Record ID or other identifying information is included to allow the imported information to be associated to the proper employee*
- f. False Alarm Miscellaneous Billing – ability to import a miscellaneous bill:
 - i. Customer Name
 - ii. Billing address
 - iii. Property address (for which charge is assessed) – *this includes being able to link to the invoice back to this property address in the Property File.*
 - iv. Line item description
 - v. Amount of Charge
- g. Business and Resident Information: Ability to export
 - i. Resident Name (if resident)
 - ii. Business Name (if business)
 - iii. Business Owner (if business)
 - iv. Business type (i.e., industrial/commercial) (if business)
 - v. Address

The following functionality will be available in BSA on or before the time Customer is live on the relevant module:

1. Online Business License application
2. Purchasing Receiving records
3. For reports built in BSA by Tinley personnel, BSA will provide the ability to give access to the report based on the user role. Any users with that role would then have access to run that report.

8. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email only from the Village project team member designated in Section 1 Contacts of this Statement of Work as having approval authority, stating the Village's explicit acceptance, will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

9. Appendix

9.1 Change Request Form

9.1 Change Request Form

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration.	
Date Raised Provide the date that this Change Request was raised	
Rationale <i>[tick most appropriate]</i> What is the primary reason for raising this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Resolve an issue <input type="radio"/> Terminate or treat a risk <input type="radio"/> Reduce project cost <input type="radio"/> Improve the business case <input type="radio"/> Increase capability <input type="radio"/> Align with external environment <input type="radio"/> Comply with legal or regulatory requirements
Description <i>[tick all appropriate]</i> What needs to change?	<input type="checkbox"/> Change scope <input type="checkbox"/> Change specification <input type="checkbox"/> Change design <input type="checkbox"/> Change strategy or approach <input type="checkbox"/> Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.	
Benefit <i>[tick most appropriate]</i> What is the expected scale of the benefit associated with this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000
Impact on schedule <i>[tick most appropriate]</i> What is the estimated impact on the schedule of this Change Request?	<input type="radio"/> Unknown <input type="radio"/> No impact <input type="radio"/> One month <input type="radio"/> Between one month and three months <input type="radio"/> More than three months
Impact on cost <i>[tick most appropriate]</i> What is the estimated direct cost of implementing this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000

EXHIBIT E - Service Order Integration

Village of Tinley Park

BSA Service Orders & Cartegraph Work Orders Integration

Introduction

This document serves as the initial functional description for the two-way integration between BSA Service Orders (BSA) and Cartegraph Work Orders (Cartegraph). It includes the required information to be transferred from BSA to Cartegraph and back from Cartegraph to BSA for the two-way integration.

The document is broken into three sections: (1) Transfer of Data from BSA to Cartegraph (2) Transfer of Data from Cartegraph to BSA, and (3) Frequency of Data Transfer. Sections 1 and 2 describe the parameters of the data transfer and outlines the process flow for the transfer of data.

The purpose of this document is to describe the integration in a manner that assists both BSA and Cartegraph in developing an understanding of the information that needs to be accessed for a smooth operation between the two systems.

Wherever data or information is described within this document, the terms used are intended to describe the type of information rather than reference any specific field or location that may contain that type of information within either system.

1. Transfer of Data from BSA Service Orders to Cartegraph Work Orders

Background

The Village of Tinley Park will implement the BSA Utility Billing module to manage utility billing accounts, customers, create service orders, update and maintain meter inventory, and complete billing processes, among other related utility billing activities. The Cartegraph Work Order system will be used by Public Works department personnel for completing, assigning, and tracking utility service orders, work orders, managing asses, and other related activities.

Utility Billing personnel will work exclusively within the BSA Utility Billing module for utility billing activities. Public Works personnel will work exclusively within Cartegraph for the management of work orders for the Village's utility accounts.

Certain service order types will be “flagged” as service orders that will be sent to Cartegraph to be completed by the Public Works department. Other service order types¹ will be managed by utility billing personnel and will not be transferred to Cartegraph.

Creating New Service Orders

Service orders for utility accounts will be created in the BSA utility billing, service order processing. The service orders created in BSA will be sent to Cartegraph and a new work order will be created in Cartegraph that contains all information contained in the Data to be Transferred from BSA to Cartegraph section below.

Updating Existing Service Orders

BSA service orders that have a matching Cartegraph work order that was created from the integration, may be updated from time to time (such as entering additional comments, updating the status, cancelling the service order, etc.)

Data to be Transferred from BSA to Cartegraph

For those service orders that are “flagged” to be transferred to Cartegraph for the creation of a Cartegraph work order, at minimum, the following information/data will be transferred from BSA to Cartegraph.

- Utility Account number
- Account address
- Service Order number (or other unique ID)
- Service order status
- Service type
- Service order type (e.g., “service shut off”)
- Service order creation date
- Service order comments
- Meter type
- Meter notes
- Current meter reading
- Meter & related numbers necessary to transmit information (i.e., meter, head, and MXU numbers)

The data will be sent to Cartegraph if: (1) the service order “type” is one of those that have been “flagged” to be sent to Cartegraph and (2) the service order create date/time is new since the last time data was sent to Cartegraph from BSA or the service order information has changed for a service order that has already been sent to Cartegraph.

Process Flow Description

The flow of information from BSA to Cartegraph is outlined below. The purpose of this description is to help both BSA and Cartegraph understand how the information is intended to flow.

¹ These specific service order types will be identified & finalized during or prior to the BSA utility billing implementation.

1. Service order created in BSA that is of the type "flagged for transfer to Cartegraph is (a) created or (b) updated in BSA.
2. The data is transferred from BSA to Cartegraph as described in the above sections, in near real-time. The service order will only be transferred to Cartegraph if all the following criteria are met:
 - a. Is of the type that is "flagged" for transfer to Cartegraph
 - b. Was created or updated since the last transfer of information from BSA to Cartegraph
 - c. The BSA service order is not completed (and closed).
3. For each BSA service order that meets the above criteria, the Information described in the Data to be Transferred from BSA to Cartegraph section above will be transferred.
4. For each BSA service order that has been transferred to Cartegraph, the BSA service order will update some value that reflects it was created or changed so that only those service orders that have not been transferred before or those that have been changed since the last request are transferred to Cartegraph.
5. A new work order will be created in Cartegraph, or existing work order in Cartegraph updated with the information from the BSA service order.

2. Transfer of Data from Cartegraph Work Orders to BSA Service Orders

Background

Work orders in Cartegraph that were created from BSA service orders will be assigned, managed, and completed by Public Works personnel. When the work order is updated with specific information in Cartegraph, the data will be transferred to BSA and update the BSA service order that initially prompted the creation of the Cartegraph work order.

Data from Cartegraph will be transferred back to BSA when the work order status is updated in Cartegraph to show the work order was either: (1) completed or (2) cancelled.

Data to be Transferred from Cartegraph to BSA

For those work orders noted above that will transfer information to BSA, the following information, at minimum will be transferred (from Cartegraph to BSA):

- Service Order number (or other unique ID–BSA)
- Work order status
- Work order comments/notes
- Work Order number (or other unique ID–Cartegraph)
- Personnel that completed the work order
- Service (i.e., water, etc.)

- Meter & related numbers of newly installed meter (e.g., serial, MXI, head) (if from a "meter exchange" work order)
- Meter read of newly installed meter
- Meter number of removed meter
- Work Order completion date (if transfer from a completed work order)
- Meter type of newly installed meter
- Meter type of removed meter
- Meter read of removed meter

Process Flow Description

The flow of information from Cartegraph to BSA is outlined below.

1. A Cartegraph work order is updated as described in the **Background** section above.
2. In near real time, a work order that (a) was created from a BSA service order and (b) was either completed or cancelled in Cartegraph will transfer information.
3. For each Cartegraph work order that meets the above criteria, the information described in the Data to be Transferred from BSA to Cartegraph section above will be transferred.
4. In addition to updating the BSA service order information above, the following will occur in the below cases
 - a. **Meter Exchanges:** In addition to the data described above, work orders of this type will update the BSA service order with the uninstalled meter information and newly installed meter information such that utility billing personnel can complete the BSA service order and BSA will process/update the meter information on the utility account.
 - b. **Service Turn on/Shut off:** For work orders of this type, in addition to the data transferred described above, Cartegraph will update the BSA service order with any necessary information required to appropriately update the service/account in BSA automatically such that Village utility billing/cashiering personnel can quickly/easily identify those accounts that have had their service shut off.

3. Frequency of Data Transfer between BSA and Cartegraph

Transfer of data in near real time (i.e., 2 – 3 minutes) is critical to the Village's provision of service to its customers. In some circumstances, utility billing personnel will receive additional information about a service order that must be communicated to Public Works personnel completing the work in the field before action is taken. One (of many scenarios) in which this is critical is in the case of service shut off due to delinquency. Service orders would be created in BSA and sent to Cartegraph through integration. Public Works personnel will use Cartegraph to assign and manage the "shut off list" (work orders generated to turn off the service from the integration with BSA).

It is common for utility customers to come to Village Hall to pay their delinquent bill to avoid having their service shut off. It is critical that utility billing personnel can see the up-to-date status of the shut

off service order and whether the account was or was not already turned off (i.e., the Cartegraph work order was completed, and that information was sent to BSA; Village Hall staff can see, when taking the payment in BSA that the service has been shut off/the service order is complete).

Similarly, if the account is still on (i.e., the shut off has not yet been completed), when the customer makes the payment, Village Hall staff will cancel the shut off service order in BSA. It is critical that the information is updated to Cartegraph to prevent the customer's service from being shut off when the customer had already made the payment.

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-080, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BS&A SOFTWARE FOR FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE AS A SERVICE (“SAAS”),”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 18, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of July, 2023.

VILLAGE CLERK