



# Resource Recovery & Recycling Authority of Southwest Oakland County

20000 W. 8 Mile Rd  
Southfield, MI 48075-5708

Office: 248.208.2270  
www.RRRASOC.org

**THE RECYCLING AUTHORITY**  
*Since 1989*

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**Agenda  
January 29, 2026  
RRRASOC Board of Directors  
Regular Meeting  
9:30 am  
Community Room  
Farmington Hills City Hall  
31555 W. Eleven Mile Road  
Farmington Hills, MI 48336**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Audience Participation
5. Consent Agenda
  - A. Payment of Bills Report
  - B. Investment Report
  - C. Revenue and Expenditure Report
  - D. MRF Operations Report
  - E. Minutes of the December 18, 2025 Regular Meeting
6. Matters for Discussion/Action
  - A. Election of Officers**
  - B. BS&A Software Agreement**
  - C. 2025 Annual Report**
  - D. Republic Services update**
7. Manager's Report
8. Other
9. Adjournment

# Check Register Report

Date: 01/20/2026

Time: 10:39 am

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RRRASOC

BANK: STANDARD FEDERAL BANK

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>STANDARD FEDERAL BANK Checks</b>							
14494	12/17/2025	Printed		540	ACCIDENT FUND INSURANCE CO	Worker's Comp 1/1-12/31/26	872.00
14495	12/17/2025	Printed		124	BLUE CROSS BLUE SHIELD OF MICH	January 2026	6,084.63
14496	12/17/2025	Printed		429	CHASE	Visa	1,835.45
14497	12/17/2025	Printed		140	FIRE ROVER	November 2025	161.00
14498	12/17/2025	Printed		137	GFL ENVIRONMENTAL	November 2025	14,040.00
14499	12/17/2025	Printed		172	GLACIER TECHNOLOGY INC.	Robot Service Plan 10/25-12/25	4,500.00
14500	12/17/2025	Printed		172	GLACIER TECHNOLOGY INC.	PP Robot Service Plan 12/25	2,400.00
14501	12/17/2025	Printed		123	IRIS WASTE DIVERSION SPECIAL	November 2025	3,523.00
14502	12/17/2025	Printed		160	KASTLE SYSTEMS LLC	January 2026	1,209.23
14503	12/17/2025	Printed		184	MISSION SQUARE	1/1/26 Payroll-Plan #303663	1,109.12
14504	12/17/2025	Printed		184	MISSION SQUARE	1/15/26 Payroll-Plan #303663	1,109.12
14505	12/17/2025	Printed		184	MISSION SQUARE	1/29/26 Payroll-Plan #303663	1,109.12
14506	12/17/2025	Printed		126	SHREDCORP	Wixom shred day-12/16/25	550.00
14507	12/17/2025	Printed		126	SHREDCORP	FH shred day-12/9/25	825.00
14508	12/17/2025	Printed		33	SQS, INC.	South Lyon batteries	885.16
14509	12/17/2025	Printed		33	SQS, INC.	Farmington batteries	467.79
14510	12/17/2025	Printed		130	THE HARTFORD	January 2026	659.51
14511	01/08/2026	Printed		6	CASH	Petty Cash	200.00
14512	01/08/2026	Printed		140	FIRE ROVER	December 2025	161.00
14513	01/08/2026	Printed		137	GFL ENVIRONMENTAL	December 2025	14,820.00
14514	01/08/2026	Printed		160	KASTLE SYSTEMS LLC	February 2026	1,209.23
14515	01/08/2026	Printed		177	MY GREEN MICHIGAN LLC	November 2025 pickups	901.51
14516	01/08/2026	Printed		177	MY GREEN MICHIGAN LLC	December 2025 pickups	502.00
14517	01/08/2026	Printed		33	SQS, INC.	South Lyon batteries	850.36
14518	01/08/2026	Printed		33	SQS, INC.	Farmington batteries	507.59
14519	01/08/2026	Printed		33	SQS, INC.	November 2026 appointments	12,958.00

**Total Checks: 26**

**Checks Total (excluding void checks):**

**73,449.82**

**Total Payments: 26**

**Bank Total (excluding void checks):**

**73,449.82**

**Total Payments: 26**

**Grand Total (excluding void checks):**

**73,449.82**



P.O. Box 15284  
Wilmington, DE 19850

### Customer service information

- Customer service: 1.888.400.9009
- bankofamerica.com
- Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

RESOURCE RECOVERY AND RECYCLING  
AUTHORITY OF SOUTHWEST OAKLAND COUNTY  
20000 W 8 MILE RD  
SOUTHFIELD, MI 48075-5708

## Your Full Analysis Business Checking

for December 1, 2025 to December 31, 2025

Account number: 1

RESOURCE RECOVERY AND RECYCLING AUTHORITY OF SOUTHWEST OAKLAND COUNTY

### Account summary

Beginning balance on December 1, 2025	\$184,539.84
Deposits and other credits	29,925.08
Withdrawals and other debits	-128,098.91
Checks	-60,053.04
Service fees	-423.47
<b>Ending balance on December 31, 2025</b>	<b>\$25,889.50</b>

# of deposits/credits: 2  
# of withdrawals/debits: 31  
# of days in cycle: 31  
Average ledger balance: \$83,022.44



Oakland County Investment Pool  
Position Report - Portrait  
Investment

Oakland County Treasury

As Of January 7, 2026

Investment #  
Fund

CUSIP  
Issuer  
Cert./Acct#  
Dealer  
Custodian  
Asset Class  
Investment Class

SYSTEM  
99999  
Pooled Investments  
GASB 3  
Cash and Equivalents  
S&P  
Book Value  
Moody'

Beginning Balance Date  
Beginning Balance  
Current Balance  
  
Deactivate Date

10/01/2025  
564,862.98  
570,384.04

Accrued Interest from Previous  
Fiscal Year

1,805.16

Managed Pool Accounts (PA4)  
Begin Rate  
Rates as of  
Interest Period  
First Interest Due  
☒ Add Interest to Account Balance  
  
☐ Include in Yield Calculation  
☒ Clearing Account  
  
Market Price  
Market Price Date  
Last Withdrawal Date  
Last Deposit Date

4.1010000  
12/01/2025  
ME  
11/01/2025

Current  
Basis  
365

4.0684581  
0  
01/01/2026

Comment  
Current Fiscal Year  
Interest Received to

5,572.77

Passbook Transactions

Trans. Dat	Deposit	Withdrawal	Int. Rcvd.	Balance	Rate	Cd Receipt	Comments
2/01/2025	0.00	16.86	1,889.46	568,437.34		FI	Interest Earnings
2/01/2025	0.00	0.00	0.00	568,437.34	4.068	R	Interest Earnings
1/01/2026	0.00	17.48	1,964.18	570,384.04		FI	Interest Earnings



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Wilmington, DE 19850

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- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Public Funds Interest Checking

for December 1, 2025 to December 31, 2025

Account number: 7

RESOURCE RECOVERY AND RECYCLING AUTHORITY OF SOUTHWEST OAKLAND COUNTY

### Account summary

Beginning balance on December 1, 2025	\$343,962.36
Deposits and other credits	100,160.31
Withdrawals and other debits	-0.00
Checks	-0.00
Service fees	-161.33
<b>Ending balance on December 31, 2025</b>	<b>\$443,961.34</b>

# of deposits/credits: 2  
# of withdrawals/debits: 1  
# of days in cycle: 31  
Average ledger balance: \$414,846.80

Annual Percentage Yield Earned this statement period: 0.46%.  
Interest Paid Year To Date: \$917.75.

## REVENUE/EXPENDITURE REPORT

Page: 1

1/9/2026

12:30 pm

RRRASOC

For the Period: 7/1/2025 to 1/31/2026

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 596 - GENERAL FUND - ADMINISTRATION</b>							
Revenues							
580.000 MEMBER CONTRIBUTIONS	576,086.00	576,086.00	554,946.00	0.00	0.00	21,140.00	96.3
582.000 MEMBER TIP FEE REIMBURSEMENT	350,300.00	350,300.00	0.00	0.00	0.00	350,300.00	0.0
645.000 REVENUE SHARING-RRRASOC	350,300.00	350,300.00	0.00	0.00	0.00	350,300.00	0.0
646.000 REVENUE SHARING-NON RRRASOC	21,500.00	21,500.00	0.00	0.00	0.00	21,500.00	0.0
647.000 HOST FEES	150,000.00	150,000.00	100,889.78	19,767.89	0.00	49,110.22	67.3
664.000 INTEREST INCOME	10,000.00	10,000.00	11,891.62	0.00	0.00	-1,891.62	118.9
671.000 MISCELLANEOUS INCOME	72,548.00	72,548.00	30,614.31	0.00	0.00	41,933.69	42.2
Revenues	1,530,734.00	1,530,734.00	698,341.71	19,767.89	0.00	832,392.29	45.6
Expenditures							
702.000 SUPERVISORY SALARIES	143,789.00	143,789.00	71,894.55	0.00	0.00	71,894.45	50.0
703.000 PERMANENT SALARIES	71,160.00	71,160.00	35,579.96	0.00	0.00	35,580.04	50.0
705.000 OVERTIME	7,766.00	7,766.00	2,765.18	0.00	0.00	5,000.82	35.6
710.000 FICA	19,244.00	19,244.00	9,536.43	0.00	0.00	9,707.57	49.6
711.000 MEDICAL/DENTAL INSURANCE	75,094.00	75,094.00	44,177.46	0.00	0.00	30,916.54	58.8
712.000 UNEMPLOYMENT INSURANCE	532.00	532.00	140.64	0.00	0.00	391.36	26.4
713.000 WORKERS COMP.	1,100.00	1,100.00	872.00	0.00	0.00	228.00	79.3
715.000 ICMA	28,838.00	28,838.00	16,636.80	0.00	0.00	12,201.20	57.7
727.000 OPERATING SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
728.000 OFFICE SUPPLIES	1,500.00	1,500.00	551.37	-2,009.55	0.00	948.63	36.8
729.000 POSTAGE & MAILING	19,516.00	19,516.00	911.79	0.00	0.00	18,604.21	4.7
730.000 MAGAZINES & PERIODICALS	160.00	160.00	0.00	0.00	0.00	160.00	0.0
810.000 AUDIT	18,500.00	18,500.00	19,195.00	0.00	0.00	-695.00	103.8
812.000 LEGAL COUNSEL	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
821.000 MEMBERSHIP DUES	1,148.00	1,148.00	898.12	155.00	0.00	249.88	78.2
822.000 CONTRACTUAL SERVICES-OTHER	171,974.00	171,974.00	34,674.37	3,216.00	0.00	137,299.63	20.2
822.002 DROP-PFF	267,000.00	267,000.00	98,788.84	16,029.23	0.00	168,211.16	37.0
822.003 HHW Wash	35,000.00	35,000.00	25,417.75	14,191.95	0.00	9,582.25	72.6
822.004 CURBSIDE RECYCLING TIP FEES	700,600.00	700,600.00	0.00	0.00	0.00	700,600.00	0.0
830.000 TELEPHONE	4,980.00	4,980.00	1,867.10	0.00	0.00	3,112.90	37.5
831.000 VEHICLE EXPENSE	4,800.00	4,800.00	2,800.00	0.00	0.00	2,000.00	58.3
835.000 COMMUNITY RELATIONS	9,300.00	9,300.00	5,269.50	0.00	0.00	4,030.50	56.7
836.000 PRINTING & PUBLISHING	55,053.00	55,053.00	25,593.03	0.00	0.00	29,459.97	46.5
840.000 BUILDING/LIAB. INS.	25,000.00	25,000.00	28,346.00	0.00	0.00	-3,346.00	113.4
850.000 EQUIPMENT MAINTENANCE	30,500.00	30,500.00	7,588.16	0.00	0.00	22,911.84	24.9
851.000 BUILDING MAINTENANCE	500.00	500.00	190.16	0.00	0.00	309.84	38.0
860.000 CONFERENCES & WORKSHOPS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
890.000 MILEAGE EXPENSES	2,500.00	2,500.00	805.40	170.80	0.00	1,694.60	32.2
970.000 CAPITAL OUTLAY	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
975.000 COMPUTER SOFTWARE	2,234.00	2,234.00	1,130.73	0.00	0.00	1,103.27	50.6
978.000 OFFICE EQUIPMENT	500.00	500.00	2,009.55	2,009.55	0.00	-1,509.55	401.9
979.000 CONTINGENCY	5,804.00	5,804.00	0.00	0.00	0.00	5,804.00	0.0
Expenditures	1,753,842.00	1,753,842.00	437,639.89	33,762.98	0.00	1,316,202.11	25.0
Net Effect for GENERAL FUND - ADMINISTRATION	-223,108.00	-223,108.00	260,701.82	-13,995.09	0.00	-483,809.82	-116.9
Change in Fund Balance:			260,701.82				
Grand Total Net Effect:	-223,108.00	-223,108.00	260,701.82	-13,995.09	0.00	-483,809.82	

# MRF Operations Report

## MRF Throughput

Source:	Farmington	Farmington Hills	Village of Milford	Milford Twp	Novi	Novi DO	South Lyon	Southfield	Southfield DO	Walled Lake	Wixom	RRRASOC Total	Third Party	Total	RRRASOC %
Jan-25	59.48	369.94	38.60	48.38	242.36	45.53	44.33	164.08	27.07	21.24	45.82	1,106.83	3,376.71	4,483.54	24.7%
Feb-25	35.84	303.58	31.15	32.35	192.00	39.84	50.38	142.68	7.75	15.15	45.22	895.94	3,285.71	4,181.65	21.4%
Mar-25	52.47	338.68	28.36	32.07	227.87	47.56	43.51	159.73	13.84	13.47	49.10	1,006.66	3,558.91	4,565.57	22.0%
Apr-25	53.94	383.32	41.17	33.56	276.95	41.91	52.94	154.53	13.28	18.15	67.82	1,137.57	3,954.15	5,091.72	22.3%
May-25	59.91	428.82	43.11	57.15	289.29	46.37	40.97	190.42	12.48	15.67	56.77	1,240.96	4,399.26	5,640.22	22.0%
Jun-25	53.53	395.37	35.92	46.20	253.85	50.49	54.32	168.39	14.45	4.28	50.29	1,127.09	2,980.19	4,107.28	27.4%
Jul-25	60.33	414.34	40.34	71.98	250.05	43.36	64.84	193.45	13.41	20.64	58.02	1,230.76	3,853.53	5,084.29	24.2%
Aug-25	48.81	366.29	34.44	29.78	252.61	46.93	40.56	181.38	12.00	15.78	50.95	1,079.53	3,516.51	4,596.04	23.5%
Sep-25	43.46	364.16	33.67	23.09	236.37	41.12	57.72	189.80	12.14	20.45	48.83	1,070.81	3,353.66	4,424.47	24.2%
Oct-25	54.09	391.10	35.66	29.31	268.24	37.85	60.10	200.38	13.50	20.43	67.77	1,178.43	3,080.08	4,258.51	27.7%
Nov-25	50.51	340.56	25.20	16.30	208.77	36.10	56.28	181.24	9.65	13.79	54.78	993.18	3,260.85	4,254.03	23.3%
Dec-25	55.96	429.17	47.21	21.18	306.35	61.38	57.85	185.58	16.07	14.46	69.66	1,264.87	3,743.04	5,007.91	25.3%
Total	628.33	4,525.33	434.83	441.35	3,004.71	538.44	623.80	2,111.66	165.64	193.51	665.03	13,332.63	42,362.60	55,695.23	23.9%
Average	52.36	377.11	36.24	36.78	250.39	44.87	51.98	175.97	13.80	16.13	55.42	1,111.05	3,530.22	4,641.27	23.9%



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*Since 1989*

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**Minutes of December 18, 2025  
RRRASOC Board of Directors  
Regular Meeting  
9:30 a.m.  
Farmington Hills City Hall-Community Room  
31555 W. Eleven Mile Road, Farmington Hills, MI 48336**

## **1. Call to Order**

Mr. Brown called the meeting to order at 9:34 a.m.

## **2. Roll Call**

Steve Brown	Vice Chairperson, Wixom
Fred Zorn	Secretary, Southfield
Joshua Leach	Farmington
Karen Mondora	Farmington Hills
Derrick Schueller	Farmington Hills
Jacob Rushlow	Farmington Hills
Wesley Scallions	Milford Village
Lydia Brauher	Milford Village
Megan Mikus	Novi
Doug Baaki	South Lyon
Janell Hearn	Southfield
Michael Csapo	RRRASOC
Laura Shaw	RRRASOC

## **3. Approval of Agenda**

Mr. Zorn moved to approve the agenda. Ms. Mondora supported, and the motion passed unanimously by the Board.

## **4. Audience Participation**

None.

## **5. Consent Agenda**

- A. Payment of Bills
- B. Investment Report
- C. Revenue and Expenditure Report
- D. MRF Operations Report
- E. Minutes of October 23, 2025 Regular Meeting



Mr. Zorn moved to approve the Consent Agenda. Mr. Scallions supported, and the motion passed unanimously by the Board.

## **6. Matters for Discussion/Action**

### **A. Battery Stewardship Legislation**

Mr. Csapo explained the Battery Stewardship Legislation. The Board discussed distinct options for the recycling of batteries as well as the proper disposal process for batteries.

Mr. Zorn made a motion to endorse the model battery stewardship legislation. Mr. Rushlow supported, and the motion passed unanimously by the Board.

### **B. Municipal Contract Material Destination Clauses**

Mr. Csapo discussed the contract material destination clauses as they pertain to the curbside collection of food waste with yard waste.

### **C. South Lyon RFP Responses**

Mr. Csapo informed the Board that the South Lyon RFP Responses were due November 3<sup>rd</sup>, 2025 with a new contract date starting July 1, 2026. Priority Waste is currently the low bidder.

Mr. Csapo highlighted the three points that should be considered when reviewing RFP responses:

- Service
- Fulfillment of contract
- Price

Mr. Csapo will update the Board on South Lyon's decision at an upcoming Board meeting.

## **7. Manager's Report**

Mr. Csapo informed the Board that discussions about the MRF Operating Agreement are continuing.

## **8. Other**

Mr. Brown informed the Board that Liz Vogel is his contact at DTE and will share her contact information if requested.

Mr. Csapo informed the Board that Waste Management will start accepting material at its new MRF in January 2026.

## **9. Adjournment**

The meeting was adjourned at 11:05 a.m.



## Resource Recovery & Recycling Authority of Southwest Oakland County

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**THE RECYCLING AUTHORITY**  
*Since 1989*

To: RRRASOC Board of Directors  
From: Mike Csapo, General Manager  
Date: January 21, 2026

Re: **Election of Officers**

### **Action Requested**

Elect Board Officers.

### **Overview**

The recent departure of Gary Mekjian from Farmington Hills has created a vacancy in the Chairman position on the RRRASOC Board.

It should be noted that while the Articles of Incorporation do not require the Treasurer and/or Secretary to be members of Board, only Board Members, not alternates, may assume the position of Chairman or Vice-Chairman.

The current Board Officers are as follows:

Chairman:	Vacant
Vice-Chairman:	Steve Brown, Wixom
Treasurer:	Chelsea Pesta, Walled Lake
Secretary:	Fred Zorn, Southfield

Please let me know if you have any questions or comments.



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To: RRRASOC Board of Directors  
From: Mike Csapo, General Manager  
Date: January 20, 2026

Re: **BS&A Software Agreement**

## Action Requested

Authorize entering into the attached agreement for Software and Service for BS&A Cloud to utilize the Financial Management Suite.

## Background

RRRASOC currently utilizes Tyler Technologies' Software as a Service (SaaS) Fundbalance suite for its accounting and financial management activities. As of the end of 2026, the Fundbalance package will no longer be supported, and a replacement will be necessary.

Consequently, RRRASOC sought proposals for services and received the two attached proposals. As shown below, while the initial set up costs for the BS&A package are \$3,990 higher than the Tyler Technologies proposal, the ongoing annual fees for the BS&A package are considerably lower (\$7,408).

Conversion and implementation costs:

BS&A: \$18,680

Tyler Technologies: \$14,690

Difference: \$3,990

Annual Fees:

BS&A: \$3,115

Tyler Technologies: \$10,523

Difference: \$7,408

## Recommendation

Since the ongoing costs for BS&A are significantly lower and the package has been recommended by third parties, it is recommended that RRRASOC enter into the attached agreement for Software and Service for BS&A Cloud to utilize the Financial Management Suite.

Please let me know if you have any comments or questions.

RRRASOC Member Communities

Farmington ♦ Farmington Hills ♦ Milford ♦ Milford Township

Novi ♦ South Lyon ♦ Southfield ♦ Walled Lake ♦ Wixom

**Proposal for:**  
**Resource Recovery and Recycling Authority of Southwest Oakland**  
**County, MI**

**October 31, 2025**  
**Quoted by: Joel Champ**

**Software and Services for BS&A Cloud**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

# Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

## Cloud Modules - Annual Fee

<b>Financial Management</b>		
GL-General Ledger		\$1,705.00
AP-Account Payable		\$1,410.00
	Total	\$3,115.00
<b>Subtotal</b>		<b>\$3,115.00</b>

## Data Conversions/Database Setup

GL-Conversion-Fund Balance		\$3,675.00
COA, Balances, Budget, Journal Transaction history for up to 5 years		
AP-Conversion-Fund Balance		\$2,450.00
Vendors, Invoices and check history for up to 5 years		
	Total	\$6,125.00

## Project Management and Implementation Planning

<b>Services include:</b>		
<ul style="list-style-type: none"><li>- Analyzing customer processes to ensure all critical components are addressed.</li><li>- Creating and managing the project schedule in accordance with the customer's existing processes and needs.</li><li>- Planning and scheduling training around any planned process changes included in the project plan.</li><li>- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.</li><li>- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.</li><li>- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).</li></ul>		
	Total	\$6,430.00

## Implementation and Training

- \$1,225/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

### Services include:

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

### Setup Days

ITS Setup - FM	Setup Days: 2	\$2,450.00
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Total Setup Days: 2	Subtotal: \$2,450.00
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### Implementation and Training Days

ITS Training - FM	Training Days: 3	\$3,675.00
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Total Training Days: 3	Subtotal: \$3,675.00
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<b>Total Days: 5</b>	<b>Total: \$6,125.00</b>
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## Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$3,115.00
Data Conversion/Database Setup	Subtotal	\$6,125.00
Project Management and Implementation Planning	Subtotal	\$6,430.00
Implementation and Training	Subtotal	\$6,125.00

<b>Total Proposed</b>	<b>\$21,795.00</b>
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The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state  
\$90 per day car rental  
\$70 per day meals  
\$730 per trip airfare/related expenses  
\$0.70/mile round trip for drive distance

## Payment Schedule

1<sup>st</sup> Payment: **\$12,555** to be invoiced upon execution of this agreement.  
2<sup>nd</sup> Payment: **\$3,115** to be invoiced upon the subscription start date.  
3<sup>rd</sup> Payment: **\$6,125** to be invoiced upon completion of training.

# Addendum

## Conversion Scope Definition

The successful conversion of data from a customer's legacy system(s) is contingent upon the Customer's ability to provide complete and accurate data exports. When possible, BS&A will assist with or perform the data extraction from the Customer's legacy system(s). to complete this project successfully, the Customer shall:

- Provide access to all required data exports from legacy systems in a mutually agreed-upon format and according to the project timeline.
- Ensure the completeness and accuracy of all exported data.
- Provide documentation regarding data structures, relationships, and business rules associated with the legacy data.
- Designate a knowledgeable representative familiar with the legacy system to address questions or issues that may arise during the conversion process.

BS&A's ability to complete the data conversion is dependent upon the fulfillment of these Customer responsibilities.

In addition:

- The scope of this conversion is based on the information provided by the customer regarding their legacy system(s). If additional data sources are introduced or if the scope of the legacy system(s) changes, this may result in additional charge or changes to the project schedules.
- The following outlines the data points that can be converted into BS&A. Any data point that is not used or not available in the legacy system will not be included in the conversion process.

## Financial Management Suite

### General Ledger

- Bank Accounts
- Chart of Accounts
  - Fund
  - Department
  - Account
  - Account Classification
  - Grants
  - Projects
- Journal Entry/Manual Journal Entry Detail
- Budget

### Accounts Payable

- Vendor
  - Address
  - Contact
  - Distribution
- Invoice
  - Item
  - Distribution
- Checks



## SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.



- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

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

part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

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

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

- 5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our

then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

**SECTION D – THIRD-PARTY PRODUCTS**

- 1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
- 2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## **SECTION E – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the date the SaaS environment is made available to you. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
  - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
    - 1.3.1. procure the right to continue its use;
    - 1.3.2. modify it to make it non-infringing; or
    - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
  - 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
  - 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED**



ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
  - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. ***Invoice Issues.***
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
    - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.



- 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be

confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Contract Documents. This Agreement includes the following exhibits:

**Migration Terms Addendum**

**Exhibit A**      Investment Summary

**Exhibit B** Invoicing and Payment Terms  
**Exhibit C** Service Level Agreement  
**Exhibit D** Third-Party Terms

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

Tyler Technologies, Inc.

Resource Recovery and Recycling

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

Resource Recovery and Recycling  
20000 W. 8 Mile Road  
Southfield, MI 48075-5708  
Attention: \_\_\_\_\_



## Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which we will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.



## **Exhibit A**

### **Investment Summary**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Sales Quotation For:**

RESOURCE RECOVERY & RECYCLING, MI  
ATTN: LAURA SHAW  
SOUTHFIELD MI 48075  
Laura Shaw  
2482082270  
LShaw@RRRASOC.org

**Shipping Address**

Resource Recovery and Recycling  
20000 W 8 Mile Rd  
Southfield MI 48075-5708

Quoted By	Ethan Reynolds
Quote Expiration	2/3/26
Quote Name	ERP Pro 10

**Tyler Annual Software – SaaS**

Description	Annual
<b>ERP Pro</b>	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 10,523
<b>TOTAL:</b>	<b>\$ 10,523</b>

**Services**

Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	120	\$ 13,440
Data Conversion Services		\$ 0
Project Management	1	\$ 1,250

	<b>TOTAL:</b>	<b>\$ 14,690</b>
<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 10,523
Total Tyler Services	\$ 14,690	
<b>Summary Total</b>	<b>\$ 14,690</b>	<b>\$ 10,523</b>



## Comments

The following modules will be migrating from Fund Balance to ERP Pro 10: Accounts Payable, General Ledger/Budget

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

## Core Financials

Includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures, Tyler University.

## Financial Management Data Conversion

Includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

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

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

## **Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



## **Exhibit B**

### **Invoicing and Payment Terms**

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

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

#### **1. Tyler Annual Services.**

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

#### **2. Tyler Services.**

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

3. Hardware & Third-Party Products.
  - 3.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.
  - 3.2. *Hardware Maintenance:* The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.3. *Third-Party Services:* Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
  - 3.4. *Third Party Software.* License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
  - 3.5. *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.6. *Third-Party SaaS Services.* Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

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



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

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

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

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

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



## **Exhibit D**

### **Third-Party Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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





# Resource Recovery & Recycling Authority of Southwest Oakland County

20000 W. 8 Mile Rd  
Southfield, MI 48075-5708  
Office: 248.208.2270  
www.RRRASOC.org

**THE RECYCLING AUTHORITY**  
*Since 1989*

To: RRRASOC Board of Directors  
From: Mike Csapo, General Manager  
Date: January 21, 2026

Re: **2025 Annual Report**

## Action Requested

Review and accept the 2025 Annual Report.

## Overview

Attached for your review and acceptance is the 2025 Annual Report. The report shows the materials management programs of the RRRASOC communities continued performing well while community expenditures were less than the regional median and average.

Among the 2025 highlights are the following:

- The overall recycling rate in the RRRASOC communities remained higher than the State and national averages.
- Expenditures in the RRRASOC communities continued to be below the regional median and mean.
- RRRASOC continued working with communities and other stakeholders to advance food waste reduction and composting programs.
- RRRASOC maintained leadership positions in the State-mandated, county-based materials management planning process.
- RRRASOC, in partnership with SOCRRRA and Oakland County, completed Phase 2 of the development of a Storm and Disaster Debris Management Plan that will cover their 21 communities, both collectively and individually.
- RRRASOC assisted the City of South Lyon in soliciting new proposals for curbside service.
- The annual audit by Plante Moran of the *RRRASOC Financial Report for FY 2024 – 2025* showed that RRRASOC conducted its financial affairs in accordance with generally accepted accounting principles and that the Authority maintained a healthy financial position.

Please let me know if you have any comments or questions.

## RRRASOC Member Communities

Farmington ♦ Farmington Hills ♦ Milford ♦ Milford Township  
Novi ♦ South Lyon ♦ Southfield ♦ Walled Lake ♦ Wixom



R·R·R·A·S·O·C

2025 Annual Report

### **Member Communities**

**Farmington  
Farmington Hills  
Milford  
Milford Township  
Novi  
South Lyon  
Southfield  
Walled Lake  
Wixom**

### **Board of Directors**

#### **Chairman**

Gary Mekjian, City Manager, Farmington Hills

#### **Vice Chairman**

Steve Brown, City Manager, Wixom

#### **Treasurer**

Chelsea Pesta, Assistant City Manager, Walled Lake

#### **Secretary**

Fred Zorn, City Administrator, Southfield

David Murphy, City Manager, Farmington  
Christian Wuerth, Village Manager, Milford  
Matthew Best, Manager, Milford Township  
Victor Cardenas, City Manager, Novi  
Doug Baaki, Interim City Manager, South Lyon  
L. Dennis Whitt, City Manager, Walled Lake

### **Designated Board Alternates**

Joshua Leach, Director, Farmington Department of Public Services  
Karen Mondora, Assistant City Manager, Farmington Hills  
Jacob Rushlow, Director, Farmington Hills Department of Public Services  
Derrick Schueller, Superintendent, Farmington Hills Department of Public Works  
Mike Karll, Director, Village of Milford Department of Public Services  
Jeff Herczeg, Director, Novi Department of Public Works  
John Michrina, Deputy City Administrator, Southfield  
Abdul Siddiqui, Director, Southfield Department of Public Works  
Tim Sikma, Director, Wixom Department of Public Works

### **RRRASOC Staff**

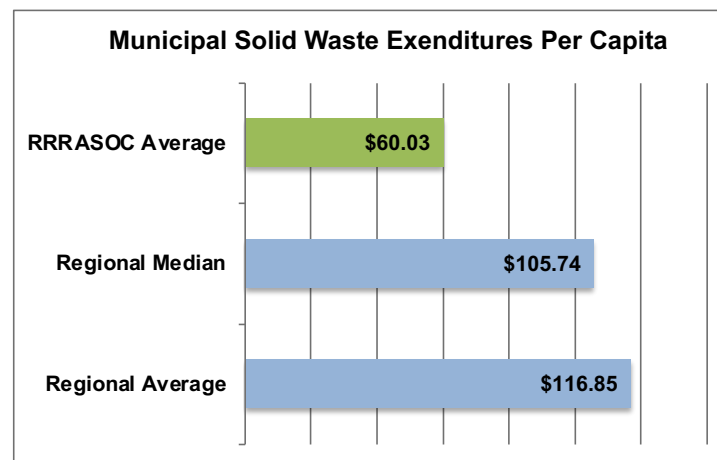
Michael Csapo, General Manager  
Laura Shaw, Administrative Secretary  
IRIS Waste Diversion Specialists, Education and Outreach Coordinators

## Introduction

During 2025, RRRASOC and its Member Communities maintained their tradition of providing cost-effective, environmentally responsible materials management programs through stakeholder engagement, intergovernmental cooperation, and public-private partnerships. RRRASOC worked with State officials, industry stakeholders, and our local communities to manage and improve upon programs and facilities.

Notable activities and accomplishments last year included:

- RRRASOC continued participation in multi-stakeholder efforts in Southfield to eliminate food waste.
- A successful food waste drop off program was initiated in Farmington.
- RRRASOC, in partnership with SOCRRA and Oakland County, completed Phase 2 of the development of a Storm and Disaster Debris Management Plan that will cover their 21 communities, both collectively and individually.
- RRRASOC staff continued working as a member of the State-mandated Materials Management Planning Committees in Oakland County and Genesee County, with the General Manager serving as Vice Chairman and Chairman, respectively.
- RRRASOC's General Manager was appointed to the Executive Committee of the Michigan Sustainable Business Forum.
- RRRASOC worked with State officials and other stakeholders on proposed legislation concerning battery recycling and safety, bottle deposit policy, and extended producer responsibility for packaging.
- RRRASOC assisted the City of South Lyon in soliciting proposals for curbside service.
- The annual audit by Plante Moran of the *RRRASOC Financial Report for FY 2024 – 2025* showed that RRRASOC conducted its financial affairs in accordance with generally accepted accounting principles and that the Authority maintained a healthy financial position.
- The completion of the *FY 2025 – 2026 Solid Waste Expenditure Benchmark Study* demonstrated the continued cost-effectiveness of the programs in the RRRASOC communities.

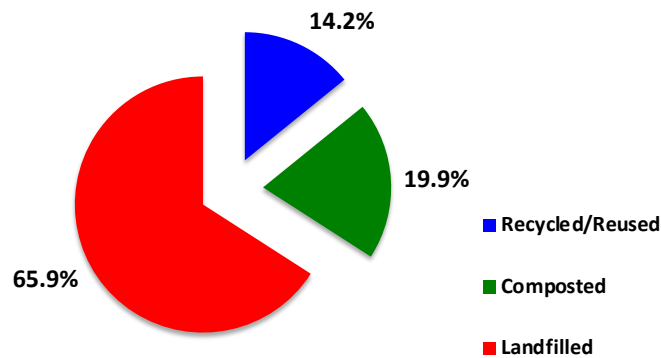


### Materials Management Overview

Last year, through the RRRASOC community programs, 13,812 tons of paper, plastic, glass, and metal were recycled; 19,831 tons of organic material were composted; 14 tons of clothing were collected for reuse; 273 tons of hazardous material were collected for recycling or disposal; and 65,599 tons were landfilled.

In total, 33,929 tons of recyclable and reusable material, yard waste, food waste, and household hazardous waste items were collected and diverted from local landfills through the communities' curbside collection, drop-off, and event-based programs. The combined recycling rate of the RRRASOC communities was 34.1%, which is higher than both the U.S. and Michigan rates.

**Solid Waste Disposition: 2025**



Lifecycle analysis shows that recapturing those resources for value-added economic activity also yielded significant environmental benefits, including the following:

- Conserved more than 140 billion Btu, which is the equivalent of the annual energy consumption of 1,385 households;
- Reduced CO<sub>2</sub>e emissions by 33,129 metric tons;
- Preserved 104,727 trees;
- Reduced airborne pollution emissions by 15,687 tons;
- Reduced waterborne pollution emissions by 59 tons.

# RRRASOC COMMUNITIES

## SOLID WASTE & RECYCLING

### 2025 METRICS

#### HOW WELL ARE WE RECYCLING?



Paper, Plastic, Glass,  
& Metal Recycled



Clothing Reused



Hazardous Materials  
Properly Managed

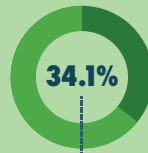


Organics Composted

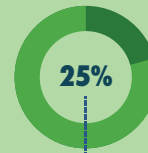
33,929  
TOTAL TONS UTILIZED

65,599  
TOTAL TONS LANDFILLED

99,528  
TOTAL SOLID WASTE



TOTAL RECYCLING RATE IN  
RRRASOC COMMUNITIES, 2025



TOTAL RECYCLING RATE  
IN MICHIGAN

RRRASOC  
COMMUNITIES  
HAD A HIGHER  
RESIDENTIAL  
RECYCLING RATE  
THAN THE  
MICHIGAN  
AVERAGE.

#### HOW MUCH DID IT COST?

(per capita)

\$116.85  
SOUTHEAST MICHIGAN  
(regional average)

RRRASOC  
COMMUNITIES ONLY  
SPENT ABOUT HALF  
AS MUCH AS THE  
REGIONAL AVERAGE!

\$60.03  
RRRASOC COMMUNITIES



#### ENVIRONMENTAL IMPACTS



Energy Saved



Reduced CO<sub>2</sub>e



Trees Saved



Reduced Air/Waterborne Emissions



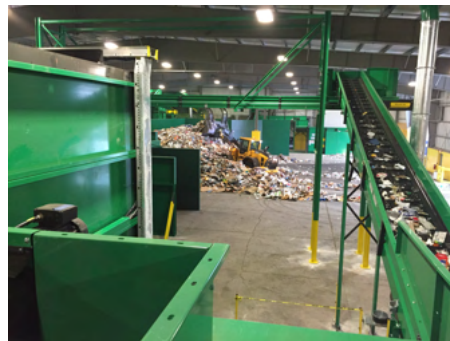
RRRASOC

THE RECYCLING  
AUTHORITY

### **Material Recovery Facility Operations**

RRRASOC extended its operating agreement with its contracted MRF operating partner, Republic Services, through December 31, 2026. The MRF operated two daily shifts throughout the year and continued to serve as an important part of community and commercial recycling programs throughout southeast Michigan.

Overall, the facility processed more than 55,695 tons of material during the year. The nearly 75,200 RRRASOC area homes and the two RRRASOC drop-off centers contributed 24% of the total throughput. The paper, glass, plastic, and metal that was processed at the MRF was shipped throughout the U.S., providing critical feedstock for manufacturers and the circular economy supply chain.





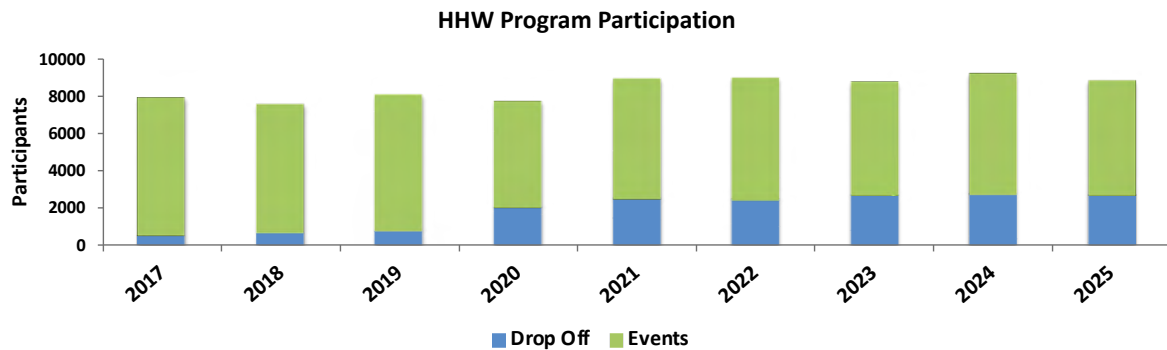
## Household Hazardous Waste Program

RRRASOC's Household Hazardous Waste (HHW) collection program had another high-performance year in 2025. Nearly 8,900 residents participated in the program, which was 15% higher than the ten-year average.

546,00 pounds of material were collected in 2025, which was 5% more than last year and nearly 28% more than the historical program average.

RRRASOC worked with the Michigan Department of Agriculture to maintain RRRASOC's *Clean Sweep* grant, which facilitates the collection of pesticides throughout the area.

ERG Environmental Services, a local hazardous waste company, handled the material. Disposal and recycling costs through ERG continued to be among the lowest in southeast Michigan. All material was handled in accordance with state and federal laws.

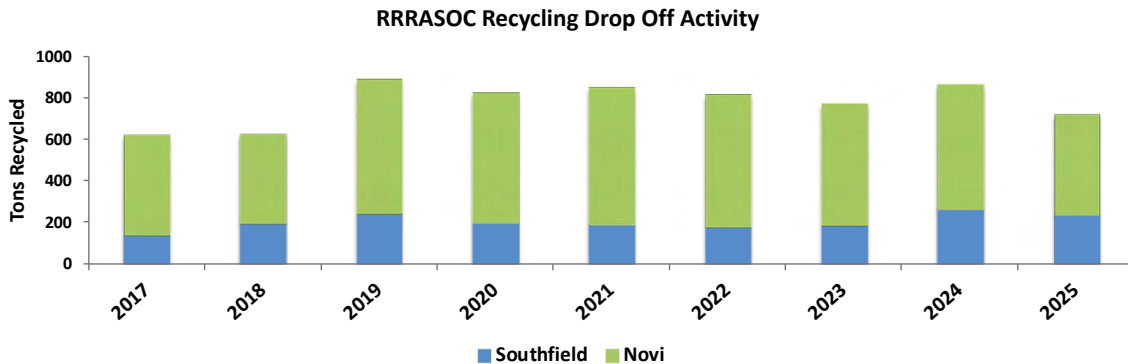




### Recycling Drop Off Centers

RRRASOC's recycling drop-off centers continued to be a popular recycling option for residents and businesses throughout the region. Last year, nearly 720 tons were brought to the sites.

The drop-off center in Novi accounted for nearly 485 tons of recycling, while the Southfield location contributed another 235 tons.



### Outreach and Education

RRRASOC maintained a collaborative, multi-media approach to community outreach and education, leveraging partnerships with stakeholder organizations. The following efforts in 2025 complemented the communication programs of our individual communities:

- 73,250 direct mail educational postcards;
- 19,852 first time users of the online Recycling Directory;
- 36,842 material searches by residents using our online Recycling Directory;
- Nearly 4,300 User Sessions with Recycling Directory mobile application;
- Subscribers to the monthly electronic newsletter increased by more than 6%;
- 536 new resident packets were distributed;
- 30 presentations at schools and community events throughout the area;
- Improvements to print and digital content;
- Quarterly reviews and recommendations for each community's website;
- Video production with Southfield Cable 15 for cable and streaming broadcast.



**R·R·R·A·S·O·C**

20000 W. 8 Mile Road  
Southfield, MI 48075  
248.208.2270  
248.208.2273 fax  
[www.RRRASOC.org](http://www.RRRASOC.org)



## Resource Recovery & Recycling Authority of Southwest Oakland County

20000 W. 8 Mile Rd  
Southfield, MI 48075-5708

Office: 248.208.2270  
[www.RRRASOC.org](http://www.RRRASOC.org)

**THE RECYCLING AUTHORITY**  
*Since 1989*

To: RRRASOC Board of Directors  
From: Michael Csapo, General Manager  
Date: January 21, 2026

**Re: Manager's Report**

1. A communication to area legislators regarding battery safety and recycling was issued. The Board endorsed EPR legislation for batteries was included.
2. Michigan EGLE conducted an initial inspection of the MRF as part of the new General Permitting process. A separate report to follow.
3. Work on Food Waste Reduction and Organics composting continued. Planning for the drop off project in Southfield continued. A separate report to follow.
4. Discussions continued with Republic Services regarding the MRF performance and the Operating Agreement.
5. The 2026 HHW events were scheduled.
6. A draft curbside contract for South Lyon was completed.
7. Proposals for financial management software were evaluated. See agenda.
8. The 2025 Annual Report was completed. See agenda.
9. A meeting with Lawrence Tech and the City of Southfield to explore collaborative opportunities was held.
10. Document shredding events in Farmington Hills and Wixom were sponsored.
11. Three tours of the MRF were conducted.
12. Preparation of the FY 2026-2027 budget began.
13. Staff attended or presented at the following:
  - A. South Lyon City Council meeting.
  - B. NextCycle Michigan Technical Advisory Committee meeting.
  - C. Michigan Tech University meeting regarding emerging plastics processing technology.
  - D. Michigan Sustainable Business Forum Executive Committee meeting.