

RESOLUTION NO. 21-110

AUTHORIZING THE EXECUTION OF A SOFTWARE AS A SERVICE AND PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO PROVIDE AND IMPLEMENT A COMPUTER ASSISTED MASS APPRAISAL SYSTEM AND CONDUCT THE FISCAL YEAR 2024 GENERAL REASSESSMENT

WHEREAS, *New Castle County Code* § 2.02.004 requires the certain contracts must be approved by County Council; and

WHEREAS, the County has not conducted a County-wide real property tax assessment (a “general reassessment”) in nearly 40 years; consequently, real property in the County is assessed at its value as of July 1, 1983; and

WHEREAS, the Delaware Court of Chancery has determined that the County’s failure to conduct a general reassessment since 1983 has resulted in a violation of 9 *Del. C.* § 8306(a), requiring property to be assessed at its “true value in money,” as well as Article VIII, section 1 of the Delaware Constitution, which requires property to be taxed uniformly; and

WHEREAS, County Council determines that it is appropriate to conduct a general reassessment; and

WHEREAS, pursuant to *New Castle County Code* § 2.05.502, the County issued a request for proposals to provide and implement a computer assisted mass appraisal (“CAMA”) system and conduct a Fiscal Year 2024 general reassessment of all real property within New Castle County; and

WHEREAS, Tyler Technologies, Inc. (“Tyler”) was selected as the successful bidder; and

WHEREAS, the Chief of Technology & Administrative Services, Office of Finance, Division of Assessment and Office of Law have negotiated a Software as a Service (“SaaS”) and Professional Services Agreement (the “Tyler Contract”) with Tyler, including obtaining a significant discount on the SaaS Services to be provided by Tyler; and

WHEREAS, the Tyler Contract has a total estimated cost of \$14,350,738.00, plus reimbursement for expenses and certain hourly costs that may be incurred; and

WHEREAS, County Council allocated \$26,640,000 from the General Fund Tax Stabilization Reserve Account to the General Fund Reassessment Reserve Account to fund the Fiscal Year 2024 general reassessment, with any remainder being utilized for subsequent general reassessments via Ordinance 21-014.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that the County Council hereby approves the Tyler Contract, attached hereto as Exhibit “A,” entitled “Software as a Service and Professional Services Agreement” as a valid contract pursuant to *New Castle County Code* § 2.02.004 and authorizes the County Executive to execute the Tyler Contract.

Adopted by County Council of
New Castle County on: 6/8/21

President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the Tyler Contract, attached hereto as Exhibit "A."

FISCAL NOTE: This Resolution authorizes the execution of the Tyler Contract. Funding has been established through Ordinance 21-014. The total estimated contract costs are:

Reassessment

Project Management	
Public Relations	
Data Collection	
Valuation Analysis & Production	
Value Review	
Assessment Disclosure Notices & Info Meetings	
Subtotal Reassessment	\$11,152,888.00

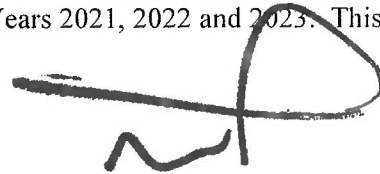
Technology (3 Years SaaS)

Data Cloud	
CAMA	
IAT	
SmartFile	
Subtotal Technology	\$1,708,290.00

Implementation Services	\$1,489,560.00
--------------------------------	-----------------------

TOTAL ESTIMATED COST	\$14,350,738.00
-----------------------------	------------------------

There is no net fiscal impact if this Resolution is approved. The resulting effect will be the transfer of \$14,350,738.00, plus certain expenses and hourly costs, from the Reassessment Reserve Account to the Reassessment 2024 Capital Project over the course of Fiscal Years 2021, 2022 and 2023. This Resolution corresponds with Ordinance No. 21-xxx.



Michael Smith
Chief Financial Officer



SOFTWARE AS A SERVICE AND PROFESSIONAL SERVICES AGREEMENT

This Software as a Service and Professional Services Agreement is made between Tyler Technologies, Inc. ("Tyler") and New Castle County, Delaware ("Client" or "County").

WHEREAS, on January 28, 2021, the County issued a Request for Proposals for a Real Property Reassessment Project, Bid #21PP-001 the ("RFP") seeking proposals for the reassessment of all real property located in the County and to install a Computer-Assisted Mass Appraisal (CAMA) system; and

WHEREAS, on March 10, 2021, Tyler submitted a proposal to the County in response to the RFP; and

WHEREAS, on April 16, 2021, the County awarded Tyler the contract to conduct a general reassessment of all real property in the County and install a CAMA system, subject to the negotiation of a final contract between the parties; and

WHEREAS, Tyler has agreed to provide certain products and services set forth in the Investment Summary, including providing County with access to Tyler's proprietary software products and to conduct a general reassessment of all real property within the County, 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 County agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services and Professional Services Agreement.
- **"Appraisal Services"** means the services provided by Tyler to conduct a general reassessment of all real property located in the County in accordance with the Statement of Work (Exhibit D, Schedule 1).
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means New Castle County, Delaware.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data 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 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.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.



- **“Documentation”** means, as applicable, any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available 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 this Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action due to a declared emergency, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as ten percent or greater per year), or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Implementation Services”** means the services provided by Tyler to implement the Tyler Software, as described the Implementation Services Statement of Work (Exhibit D, Schedule 2).
- **“Investment Summary”** means the agreed upon cost for the Tyler Software, SaaS Services and Professional Services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached as Exhibit B.
- **“Professional Services”** means the Appraisal Services and the Implementation Services.
- **“Project Initiation Date”** means, for the SaaS Services only, the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.
- **“Project Schedule”** means the schedule for the completion of a general reassessment of all real property in New Castle County as set forth in the Appraisal Services Statement of Work.
- **“SaaS Fees”** means the fees for the SaaS Services, net of any discount, 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.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Appraisal Services Statement of Work is attached to this Agreement as Exhibit D, Schedule 1 and the Implementation Services Statement of Work is attached to this Agreement as Exhibit D, Schedule 2 (for Implementation Services).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the

Third Party Software, as applicable and attached as Exhibit E.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”, “your”** 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 internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees.

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

3. Ownership.

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

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

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Tyler agrees that it will not access the Data except (i) in the course of data center operations, (ii) as required for the provision of maintenance and support services, (iii) as required by the express terms of this Agreement, or (iv) at the Client’s request.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of

the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during 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 the maintenance and support process set forth in Section B(7), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers. We agree that your Data will be hosted in the continental United States, inclusive of data backups. The Data will be encrypted in transit using industry-standard technologies.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security

protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. 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 unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

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

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

7. Maintenance and Support.

7.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

7.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

7.1.2 provide support during our established support hours;

7.1.3 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;

7.1.4 make available to you all releases to the Tyler Software (including updates and

enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

7.1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

7.2 We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

SECTION C – PROFESSIONAL SERVICES

1. Professional Services.

1.1 We will provide you with the Appraisal Services, consistent with industry standards, as described in the Appraisal Services Statement of Work (Exhibit D, Schedule 1).

1.2 We will provide you the Implementation Services described in the Implementation Services Statement of Work (Exhibit D, Schedule 2). You will receive the Implementation Services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.

2. Reappraisal Schedule.

2.1 The Appraisal Services shall be completed in accordance with the Project Schedule.

2.2 Tyler will commence services on the timetable set forth in Project Schedule Option #1 and shall undertake commercially reasonable good faith efforts to meet the timetable set forth in Project Schedule Option #1, which efforts shall be documented. In the event that Tyler has not completed at least fifty percent (50%) of the data collection required for County Sign-Off

Document #3 by February 1, 2022, Tyler, in its sole discretion, may complete the Appraisal Services according to the timetable set forth in Project Schedule Option #2 and deadlines will be adjusted as set forth in Project Schedule Option #2. The shift in the project deadlines to Project Schedule Option #2 will be documented in writing. If Tyler determines that the timetable set forth in Project Schedule Option #1 is not achievable for a reason other than Tyler's failure to complete fifty percent (50%) of the data collection required for County Sign-Off Document #3 by February 1, 2022, then for good cause shown, Tyler may request that the County agree to shift the project deadlines to Project Schedule Option #2, which agreement will not be unreasonably withheld, but may be subject to approval by the Delaware Chancery Court.

3. Professional Services Fees. You agree to pay us the Professional Services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Additional Services.
 - 4.1 The Investment Summary contains, and the Appraisal Services Statement of Work describes, the related costs required for the Appraisal Services project based on our understanding of the specifications you supplied and on the laws, rules, and regulations applicable to the project as of the Effective Date.
 - 4.2 The Investment Summary contains, and the Implementation Services Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the Implementation Services project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work.
 - 4.3 If additional work is required under either the Appraisal Services Statement of Work or the Implementation Services Statement of Work, 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. Tyler's election to change the timetable to Project Schedule Option #2 shall not constitute additional work.
5. Travel and Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
6. Services Warranty.
 - 6.1 We will perform the Appraisal Services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work.

6.2 We will perform the Implementation Services in a professional, workmanlike manner, consistent with industry standards. In the event we provide Implementation Services that do not conform to this warranty, we will re-perform such Implementation Services at no additional cost to you.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the Appraisal Services and 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.
9. Legal Compliance.
 - 9.1 The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, we may request a reasonable extension of time to complete the Professional Services, and, if applicable and as agreed to by the parties, additional compensation as provided in Section C(4.3) above.
 - 9.2 With respect to the Appraisal Services only, Tyler acknowledges and agrees that the Appraisal Services will comply with, and will result in an assessment of all real property in New Castle County that complies with, Title 9, Chapter 83 of the Delaware Code and Article VIII, Section 1 of the Constitution of the State of Delaware.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.

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

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to 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 independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICE DISPUTES

If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. We agree to work in good faith to develop such action plan within fifteen (15) days from the date of your notice unless otherwise mutually agreed to by us. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to suspend services.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement is effective as of the Effective Date. As noted in Section C (2) above, the Appraisal Services will be completed in accordance with the Project Schedule. The initial term for the SaaS Services is three (3) years from the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth below. If Tyler elects to shift the timetable for Appraisal Services to Project Schedule Option #2, the initial term for the SaaS Services shall be five (5) years from the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth below. Upon expiration of the initial term, the parties may enter into a written amendment to renew this Agreement for additional one (1) year renewal terms at our then-current SaaS Fees, subject to Exhibit B, unless this Agreement or any renewal of this Agreement is 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 the then-current term, subject to any renewal(s) 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 E.

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. During any period of suspension or dispute, we agree that we will not take any action to intentionally alter or erase the Data. We may also terminate the provision of SaaS Services under this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3.1).
- 2.3 For Insolvency. You may terminate this Agreement upon the filing of any bankruptcy petition, assignment for the benefit of creditors, receivership, dissolution, or similar proceeding by or against us that is not dismissed within thirty (30) days of its filing.
- 2.4 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.
- 2.5 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.
- 2.6 Fees for Termination Without Cause During Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate the SaaS Services under this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of any unpaid SaaS Fees due as of the date of termination plus 20% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of any unpaid SaaS Fees due as of the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term;
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees for the third year of the initial term; and
 - d. if Tyler elects to shift the timetable to Project Schedule Option #2, years 4 and 5 of the extended initial term shall not be considered in the calculation of any termination fees.

3. Provision of Client Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy, in a mutually agreeable format, of the Client database then residing in Tyler's hosted environment. Tyler shall retain backups in accordance with Tyler's established retention policies provided, however, that Tyler acknowledges that such backups shall be considered Confidential Information, as defined in this Agreement, not subject to disclosure pursuant to the terms of this Agreement and protected as such.
4. Post-Termination Assistance. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum. To the extent the Client requests that Tyler cooperate with a new service provider as part of the Disentanglement, Tyler reserves the right to require a non-disclosure agreement or similar protection before granting access to a third-party to the Tyler Software and/or Documentation, or any other proprietary and/or confidential information reasonably required for the requested assistance.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 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 and expense, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

1.5 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 (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.**

4.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE APPRAISAL SERVICES PROVIDED UNDER 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 THE FIXED FEE AMOUNT FOR APPRAISAL SERVICES SET FORTH IN THE INVESTMENT SUMMARY AS OF THE EFFECTIVE DATE (\$11,152,888.00).

4.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THE TYLER SOFTWARE AND IMPLEMENTATION SERVICES PROVIDED UNDER 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 THE TOTAL SAAS FEES AND IMPLEMENTATION FEES SET FORTH IN THE INVESTMENT SUMMARY AS OF THE EFFECTIVE DATE (\$3,197,850.00).

4.3 THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THE FOREGOING LIMITATIONS 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 G(1) AND G(2).

4.4 THE COUNTY'S LIABILITY FOR ANY TORT CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN 10 DEL. C. § 4013(a), IF APPLICABLE.

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 INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, 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:

6.1 Workers' Compensation Insurance. We shall maintain workers' compensation insurance that will provide the applicable statutory benefits for all of our employees who provide services under this Agreement.

6.2 Employer's Liability Insurance. We shall maintain Employer's Liability insurance with minimum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate minimum limits for all bodily injuries by accidents and occupational diseases within the coverage period.

6.3 Automobile and General Liability Insurance. We shall maintain: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles; (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

6.4 Professional Liability Insurance. We shall maintain professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

6.5 Cyber Liability. We shall maintain cyber liability insurance with limits of at least \$1,000,000 per occurrence.

6.6 County as Additional Insured.

6.6.1. We will add New Castle County, its officials and employees as additional insureds 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.

6.6.2. We agree to waive subrogation on (i) claims under our Workers' Compensation Insurance and (ii) claims under our Commercial General Liability or Automobile Liability policies that arise out of or relate to this Agreement and are between us and you, except to the extent the damage or injury is caused by you.

6.6.3. We agree to give you notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof.

6.6.4. Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A-" rating from the A.M. Best Agency.

6.6.5. We agree that our insurance is primary for claims under our Commercial General Liability or Automobile Liability policies that arise out of or relate to this Agreement and are between us and you.

6.6.6. We will provide you with a certificate of insurance evidencing the above coverage following the Effective Date and prior to the provision of services hereunder. Renewal certificates will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

6.6.7. Upon Client request, Tyler will disclose its deductibles and any applicable retention amounts.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution.

3.1 You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3.2 Any litigation which may arise out of any dispute concerning this Agreement shall be brought exclusively in the state and federal courts in the State of Delaware. The foregoing notwithstanding, at the time of the dispute, you may request that venue lie solely in the Delaware Court of Chancery if aspects of the matter and/or court circumstances suggest that timely handling of the dispute can only be obtained in such court. Tyler agrees not to

unreasonably refuse such a request.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with 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.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. Tyler Employees and Subcontractors.
 - 6.1 E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
 - 6.2 Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, 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. In the event that the County does not approve of the successor entity of such a merger, reorganization, acquisition, or purchase, the County shall have the option to terminate for its convenience upon thirty (30) days written notice to Tyler. Upon such 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.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement and the Exhibits hereto represent the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. No director, officer, employee, agent, contractor, or subcontractor of ours shall be deemed to be an agent, servant and/or employee of the County.
15. Conflicts of Interest/Ethics.
 - 15.1 We shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the County or any member of their immediate family.
 - 15.2 We will require all our directors, officers, employees, agents, contractors, or subcontractors, to be bound and adhere to the Code of Ethics of the County.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
19. Business License. We shall either furnish the County with proof of a Delaware Business Licensure or initiate the process of application where required. An application may be made through onestop.delaware.gov.
20. Governing Law and Interpretation. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules on conflicts of law. The terms and provisions of this Agreement shall not be construed against the drafter or drafters hereof.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Purpose/Use of Appraisals. By virtue of this Agreement, we are contracted to provide certain services specified herein and recommendations of value to you which are intended for exclusive use

by you for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes.

24. Notification of Legal Requests. Tyler shall contact the Client upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Client's Data under this Agreement, or which in any way might reasonably require access to the Data. Tyler shall not respond to subpoenas, service of process and other legal requests related to the Client without first notifying the Client, unless prohibited by law from providing such notice.
25. Breach Notification. If a breach of security, as such term is defined in the State of Delaware Code (6 Del. C. 12B-100 *et seq.*)(the "Code"), occurs with respect to Data within the possession or control of Tyler, Tyler will notify the appropriate Client identified contact and take all other required acts as required by, and in accordance with, the Code or other applicable state breach notification laws. Tyler will bear any applicable costs associated with any response to a breach of security that is required by applicable law including, but not limited to, the costs associated with (1) the investigation and resolution of the breach of security; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonable determined by Tyler based on root cause.
26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
	Schedule 1: Appraisal Services Statement of Work
	Appendix A: County Sign Off Document
	Schedule 2: Implementation Services Statement of Work
Exhibit E	CAMA Requirements

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.

New Castle County, Delaware

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

New Castle County
87 Reads Way
New Castle, DE 19720
Attention:
Denzil Hardman, Accounting & Fiscal Manager
Michael Hojnicky, Chief of Technology &
Administrative Services



Exhibit A Investment Summary

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

Reassessment	
Project Management	2,071,294.00
Public Relations	100,680.00
Data Collection	5,509,168.00
Valuation Analysis & Production	767,535.00
Value Review	1,516,567.00
Assessment Disclosure Notices & Informal Meetings	1,187,644.00
TOTAL	\$11,152,888.00

Technology							
	List SaaS	Discount	SaaS Fees Year 1	SaaS Fees Year 2	SaaS Fees Year 3	SaaS Fees Year 4*	SaaS Fees Year 5*
Data Cloud	78,590.00	(15,720.00)	62,870.00	62,870.00	62,870.00	62,870.00	62,870.00
CAMA	538,700.00	(107,340.00)	431,360.00	431,360.00	431,360.00	431,360.00	431,360.00
Inquiry & Appeals Tracking	61,880.00	(12,690.00)	49,190.00	49,190.00	49,190.00	49,190.00	49,190.00
SmartFile	32,720.00	(6,710.00)	26,010.00	26,010.00	26,010.00	26,010.00	26,010.00
Totals	711,890.00	(142,460.00)	569,430.00	569,430.00	569,430.00	569,430.00	569,430.00
Total SaaS Fees – Three (3) Year initial term						\$1,708,290.00	
Total SaaS Fees – Five (5) Year initial term*						\$2,847,150.00	
Implementation Services						\$1,489,560.00	

SaaS Fees include up to 2.5TB of Data Capacity and includes the Tyler provided VPN to facilitate connectivity between the County's network and the Tyler hosting center.

**Optional.* As noted in Section F(1), if Tyler elects to shift the timetable for Appraisal Services to Project Schedule Option #2, the SaaS Services shall be for an initial five (5) year term.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. The foregoing notwithstanding, following the three (3) or five (5) year initial term, as applicable and as set forth in Section F (1), we agree to cap increases to annual SaaS Fees to five percent (5%) each year over the prior year's fees for the first five (5) annual renewals.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device is included in the SaaS Fees and will be invoiced as set forth above in Section 1.
 - 2.2 *Implementation (including training):* Implementation Services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.
 - 2.3 *Appraisal Services:* Appraisal Services are invoiced as follows:
 - a. Tyler will issue an invoice every four (4) weeks for an amount which shall reflect the Appraisal Services work performed in the preceding four (4) weeks, less a "retainage" equal to ten percent (10%) of that billing amount. The percentage of the project completed during the preceding four (4) weeks shall be set forth by Tyler on a report submitted with its billing. The retained amount shall be invoiced by Tyler and paid by the Client to Tyler upon completion of the Appraisal Services in accordance with the provisions of the Agreement.
 - b. **Liquidated Damages.** Liquidated Damages in the amount of Four Hundred Dollars (\$400.00) per day, Saturdays, Sundays and holidays excluded, shall be payable by Tyler to Client for each calendar day that Tyler shall exceed the date(s) set forth in the Project Schedule, option #1 or #2 as applicable and as set forth in the Appraisal Services Statement of Work, for County Sign Off Documents #1-6 respectively. Liquidated Damages in the amount of Seven Hundred Fifty Dollars (\$750.00) per day, Saturdays,



Sundays and holidays excluded, shall be payable by Tyler to Client for each calendar day that Tyler shall exceed the date set forth in the Project Schedule for County Sign Off Document #7. The completion date for County Sign Off Document #7 shall not include support of values in formal appeals. The Client may waive application of the foregoing liquidated damages as to any County Sign Off Document for good cause shown. Tyler shall not be liable for delays caused by either Force Majeure or the failure of Client to provide assistance as required in the Appraisal Services Statement of Work and/or this Agreement. Liquidated Damages set forth in this subsection shall be assessed to a maximum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). Liquidated damages incurred shall be payable first from the amount held back pursuant to Section 2.3.a. The liquidated damages contemplated hereby are a reasonable estimate of the costs of delay in the Project Schedule to the County, which would be difficult to determine, and not a penalty. The liquidated damages allowed hereunder are not subject to any limitation of liability provision in the Agreement.

- c. Other than the services described in Exhibit C, additional services, including litigation support, which are requested by Client and performed under the Agreement will be invoiced monthly as performed.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is included in the cost of the Third Party Software License Fees. Future year's Third Party Software Maintenance fees will be invoiced annually in advance on each anniversary of the Project Initiation Date.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

- 4. Expenses. Travel expenses are included in the Appraisal Services fees listed in the Investment Summary. The service rates in the Investment Summary for Implementation Services 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. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

Only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be



calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, 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: (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 quarter 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.

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 quarter.

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

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

IV. Maintenance Notifications

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

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



Exhibit C
Schedule 1
Support Call Process

Scope of Maintenance and Support Services

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

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

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

1. Terms and Definitions

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

1.1 Business Day(s)

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

1.2 Coverage Period

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

1.3 Maintenance or Maintain

Providing support and Updates for the Tyler Software only.

1.4 System Error

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

1.5 Updates

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

and patches (e.g., bug fixes).

1.6 VPN

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

2. Hot Line Support

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

2.1. Hot Line Number

800-800-2581 extension 1

2.2. Hot Line Hours

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

2.3. Hot Line Support Considerations

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

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

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

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

3. Online Support

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

4. Modification and Change Procedure

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

5. Updates

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

5.1. iasWorld Updates

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

5.2. iasWorld Data Tables

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

5.3. Operating System Updates

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

5.4. Oracle Updates

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

6. Legislative Changes

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

7. Data Ownership

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

8. Backups and Recovery

Backups of the Client environment will occur in accordance with the Tyler hosting center's normal business process.

9. Dependent Software Licenses

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

10. Server Operations

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

11. Remote Access

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

12. Out of Scope Items

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

- 12.1. Resolution of problems that arise out of the Client's misuse of the Tyler Software.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Modification of the iasWorld code.
- 12.4. Modification of iasWorld reports.
- 12.5. Updates to iasWorld cost tables, tax rate tables, etc.
- 12.6. Onsite training.
- 12.7. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.
- 12.8. Errors and problems that arise out of the Client's modification of the Tyler Software code.
- 12.9. Errors and problems related to other 3rd party vendors' software not specifically covered by this Support Agreement.

13. Additional Support

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



Exhibit D Statement of Work

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit D Schedule 1 Appraisal Services Statement of Work

The following draft Statement of Work details the Appraisal Services to be delivered by Tyler to the Client (also referred to herein as “County”). This Statement of Work is subject to change based on discussion and information provided between the Client and Tyler.

Project Plan Approach

Existing Conditions

New Castle County is seeking a qualified firm to undertake the Reassessment of All Real Property within the County. The successful firm will be one who can complete the implementation the reassessment, including defense of values, quality public relations, successfully within the allotted time, on budget and considering all statutory and best practice requirements.

Parcel Count

New Castle County has identified an approximate parcel count of 212,046 parcels as the basis for the work to be performed on this project.

Table 1: New Castle County Parcel Count

Property Class	Parcels
Apartment	425
Commercial	7,439
Commercial – Exempt	2,243
Farm	3,096
Farm – Exempt	3
Industrial	1,285
Residential	192,260
Residential – Exempt	4,805
Utility	490
Total Assessment Roll	212,046

Purpose of the Reassessment

Tyler commits that the reassessment will conform to the Standards for Ratio Studies established by the International Association of Assessing Officers (IAAO) and the Uniform Standards of Professional Appraisal Practice (USPAP 6), as well as generally accepted standards within the mass appraisal industry. The sales set for this study, unless agreed otherwise by both parties, will be valid sales from January 1, 2019 to July

1, 2022 (January 1, 2021 through July 1, 2024),¹ pending option selected and in consultation with the County.

Market value estimates will be prepared for each parcel and the date of value for this appraisal shall be July 1, 2022 (July 1, 2024), with a taxable status date of January 1, 2023 (January 1, 2025). All work, except support of values, shall be completed no later than October 15, 2022 (October 15, 2024). The reassessment will be completed by February 15, 2023 (February 15, 2025). To execute a project of this nature and complexity, Tyler will utilize a team approach to ensure that the County's goals and objectives are achieved. We encourage the County, and the chief assessor and their staff, to participate in all phases of the reassessment, as permitted, to share in provided training, data collection activities, valuation activities, and support of values to enable the maximum value for the County and its staff.

Understanding the Requirements

Tyler understands the requirements as stated in the County's RFP. One of Tyler's core competencies is the ability to conduct comprehensive reassessment projects on time and on budget so that once complete, the project exceeds industry standards for excellence. Our long and extensive history providing reassessment services to local jurisdictions has enabled Tyler to develop best practice processes. We have also played a key role in assisting numerous states in developing appraisal manuals, including all the key elements in a reassessment, with techniques and standards based on industry best practices. Tyler has an unparalleled degree of knowledge, experience and insight using our own iasWorld CAMA software and our ability to use the iasWorld software to its full capacity is unmatched.

Tyler will utilize Market Valuation in New Castle County using the comparable sales approach which provides up to five comparable sales for each residential subject, and we will further refine this approach as it provides solid, defensible market-based values. In addition, this approach allows us to better reflect market activity in this uncertain economy and explain the anomalies that may occur with bank sales and foreclosures.

Tyler understands that the New Castle County Office of Assessment Staff will be completely involved throughout the project through participating in informal meetings and training sessions, providing Tyler with local knowledge, approving plans for data collection and valuation model development, performing limited independent data quality assurance, updating all exemption amounts prior to final valuation, and participating in the implementation process for the iasWorld software system.

Communications Plan

Following contract signing, the Project Manager will initiate meetings with the County to formalize a communications plan. As a beginning point, we propose the communications plan include the following:

1. Project Meetings: Bi-Weekly Status Meetings – Bi-weekly meetings to review of project progress, issues, and proposed changes will be held, generally on the same day, time, and place. Items covered in the meetings will include:
 - Updated project plan
 - Tasks completed during the last reporting period
 - Tasks planned for the next reporting period
 - Tasks planned for completion during the next reporting period
 - Anticipated staffing needs
 - Outstanding issues; current status and plans for resolution

¹ Dates in parentheses indicate the applicable date if Tyler elects to proceed with Option 2 in the Project Schedule provided below.

Any issues that can affect schedules

Any issues that can delay or impact the completion of the project

2. Bi-Weekly Status Reports: The Project Manager will submit bi-weekly written project status reports to the Assessor detailing activities, accomplishments, milestones, identified issues, and problems. Each report will include a written summary of progress during the past month, detailing the status of items in the project plan, identification of issues, and proposed resolutions.
3. Project Work Plan: A tentative project work plan is provided within this Proposal. As part of the project planning process, the work plan will be finalized and augmented relative to the starting and completion dates for all the various phases of the program as well as personnel needs and, once approved and agreed upon, will become part of a contract. The tentative assessment roll must be finalized by February 15, 2023 and this date is not subject to change. The work plan will be used to track progress in the monthly status reports.
4. Additional status meetings may be reasonably requested by the County.

In addition to the work plan, other monitoring activities take place on a continuing basis throughout the project. Staff evaluation is an important internal activity for any industry. Because of the visibility and obvious interest that surrounds a reassessment project, it is critical that staff not only produce quality work, but also present themselves as courteous, concerned representatives of the individual municipality and Tyler. Tyler procedures monitor and are responsive to this need.

Other monitored events including the tracking of taxpayer inquiries, public information meetings, media release timing, documentation of training sessions and presentations to concerned taxpayers.

Training of County Staff & Office of Assessment

Tyler will train the County staff and the Office of Assessment personnel so that they can routinely interface with assessment administration modules as they relate to the contractor's involvement and be familiar with the basic concepts relating to how the valuation was performed. Formal training will include, but is not limited to, such topics as:

- Data collection;
- Sales verification;
- Valuation methodology by property class;
- Income and expense data analysis;
- Ratio studies; and
- Value defense.

Training sessions will include lesson plans that describe the material to be presented and training manuals that comprehensively deliver the substance of the lessons using illustrations, in-depth explanations, and informational charts.

Tyler will provide four weeks of training, including the following workshops:

Workshops	Minimum Length of Workshop	Dates
Data Collection and Sales Verification	4 Hours	September 2021 (September 2023)
Land Analysis/Valuation	4 Hours	September 2022 (September 2024)

Cost Analysis/Valuation	2 Hours	September 2022 (September 2024)
Market Analysis/Valuation	4 Hours	September 2022 (September 2024)
Commercial Market and Income Analysis/Valuation	4 Hours	September 2022 (September 2024)
Value Review	2 Hours	October 2022 (October 2024)
Value Defense	2 Hours	December 2022 (December 2024)
Subsequent Roll Value Maintenance	2 Hours	December 2022 (December 2024)
BOAR Training	4 Hours	December 2022 (December 2024)

Data Security

Security will always be a predominant tenet of software development and projects at Tyler, because we understand that malicious actors exist and are actively striving to penetrate our systems with the aim of harming Tyler and its customers. We deny access to Tyler's and partner software and data resources as the default behavior in all applications, allowing only authenticated users or services to interact with our APIs and data. We use modern security practices, software, and protocols to help ensure we do not fall victim to outdated or inherently insecure software, policies, or processes of the past. Security best practices are integrated tightly into our software development lifecycle and processes, and we routinely evaluate all software for potential security flaws.

Tyler's iasWorld CAMA provides secure data transmission paths from each client workstation to the iasWorld CAMA servers. User IDs, passwords, and application access rights for the VPN (Virtual Private Network) and the iasWorld CAMA application are administered by iasWorld CAMA with the client's final approval.

Public Relations Campaign

Tyler will conduct a comprehensive public information program designed to coordinate all activities necessary to promote public understanding, awareness and cooperation throughout the project. Tyler is prepared to conduct a public information campaign that will include media releases, , programs for broadcast and rebroadcast on television and radio, use of social media, a reassessment website, oral presentations and may include direct mailings to all property owners. Individual presentations will be directed to property owners, local officials, businesses, and civic groups so that they may better understand the scope and objectives of the project.

Tyler will present this program to the County for review and approval in the form of a detailed outline and schedule that includes the time frames and methods of engagement with the public (meetings, mailers, media, etc.) by project phase. Public information releases associated with the following phases of the project should be included, at a minimum:

- contract signing
- public information meeting schedule
- general project information
- iasWorld implementation
- data collection
- inventory mailer
- assessment disclosure/informal review
- project status updates
- formal review

General public information must be prepared in both English and Spanish.

The contractor will conduct the prescribed meetings at various locations throughout the County.

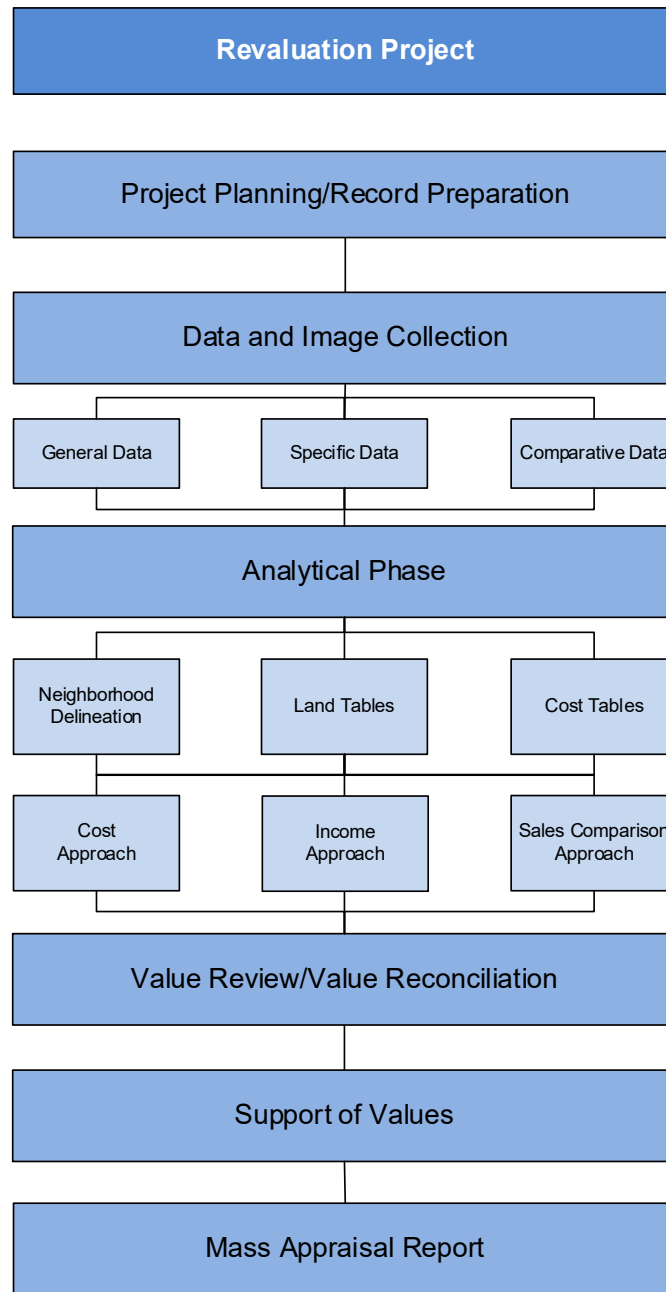
All public information activities will strive to emphasize the responsibilities of the various participants, the methods to be employed during the project and the overall goals. One of the key pursuits of the public relations campaign is education. At a minimum, the following points should be addressed as often as possible:

- significance of real property tax
- necessity of project
- purpose and methods of project
- purpose of CAMA software system and new iasWorld implementation
- documented methodology and criteria for the values established
- role of County and Assessment Officials
- role of Tyler Technologies
- role of State
- necessity of data collection
- caliber and training of data collectors
- cooperation of parcel owners (public/private partnership) is key to success
- assessment disclosure aspect throughout the project
- ongoing nature of system
- property valuation versus taxation

The Reassessment Project

Tyler has developed a set of best practices that will be used as the blueprint for our overall approach to this project. There are several distinct but related phases or activities that take place over the course of the project, beginning with project planning and continuing through project deliverable, including a review of the project performance measures. The chart on the following page identifies the key steps in the reassessment project. We have taken a number of these key elements essential to a successful project and provided a more detailed explanation of the steps involved in each.

The Revaluation Process¹



1: Adapted from the Property Assessment Valuation manual, Second Edition, Copyright 1996 by the IAAO

Figure 1. Appraisal Process Chart

Data Collection Phase

Image Collection

Tyler's proposal includes digital photography that considers both the cost and technology needs of the County in the administration of property assessments. Tyler will take a representative curbside digital photograph of each major improvement and, if warranted, one of each significant accessory structure. Photographs will be taken using tablet devices during the data collection activity. Photographs will be clear, sharp, free of major obstructions, centered, and taken at an appropriate distance to show property details. Photographs will be reviewed for quality and images that do not meet these guidelines will be re-taken. Tyler and the County agree that Tyler is reliant on the accuracy of information provided by the County and subject to uncontrollable and natural events such as weather, foliage, the condition of private properties at the time of imaging, and public accessibility to properties in the image collection process. As such, the County agrees to incorporate such events into the County's reasonable judgment in determining the defective nature of any single image.

Orthophotography and Obliques (Included in base price)

Tyler will utilize the County's EagleView ortho and oblique photography for the duration of the project.

Field Data Collection Services

The methodology for collection, organization, workflow, public relation aspects, and compilation of such information should not be taken lightly. The vast experience, quality, consistency, and thoroughness of our process are what set Tyler apart from all other vendors.

Tyler's Field Data Collection and Quality Control processes have been internally developed and rigorously field-tested on tens of millions of parcels. Our approach will ensure a seasoned mass appraiser will collect objective data. To serve the County's requirements, we propose a phased data collection and compilation effort. Our intention is to not only provide the refined characteristic information to the County, but also tools to aid the ongoing maintenance, collection, upkeep, quality control, and evolution of this information. Tyler will field collect data in compliance with the IAAO Standard on the Mass Appraisal of Real Property. Tyler will follow all national, state and local guidelines relating to COVID-19.

The onsite physical field inspection phase of the project will involve field data collectors gathering sketch information, interviewing property owners, collecting interior information, and confirming prior information that has been collected. Prior to the start of this phase, PRCs in digital form will be created containing characteristic information from the existing database. Tyler will utilize its partner's, Data Cloud Solutions, Mobile Assessor application to build user defined fields (UDFs) for property characteristics critical to the valuation process that may be missing or need further delineation from the current database and application setup utilized in the County. Tyler proposes to undertake the following actions during the onsite physical inspection phase:

Through the Chief Assessor, Tyler will provide written notification to the New Castle County Sheriff's Department and any other applicable law enforcement agencies of the dates and times that fieldwork will be conducted in specific neighborhoods. This notification will be provided at least seven (7) days prior to the time that the work is to be performed.

At all times while on private property, all Tyler field personnel will plainly wear an identification badge containing a clear, color photograph of the individual, the Company's name, the individual's name and

signature, and the signature of an official designated by Tyler and approved by the Chief Assessor. Tyler's field personnel will also wear vests to further identify themselves and the project to the public.

Tyler suggests that the inspection of residential properties be conducted using a systematic and routine work schedule between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. If Saturday inspection work is required due to schedule or other circumstances, Tyler personnel will conduct those inspections between 9:00 a.m. and 4:00 p.m. There will be no Sunday inspections and no inspections will be conducted before sunrise or after sunset.

During the initial visit to the property, Tyler data collection and supervisory personnel will knock at the entrance, announce their arrival, identify themselves, state the purpose of the visit, collect information regarding the interior by interviewing the resident, and request permission from an adult resident to proceed with the exterior inspection of the property. After permission is granted, the field person will note changes to existing data, measure, describe, and diagram the exterior of all the improvements on the subject site. It is understood that interior inspections are not part of this effort, unless requested by the resident.

If no one is at the residence, the Tyler field representative will leave a door hanger/card explaining the purpose of the visit, note that an exterior measurement and inspection was conducted (if applicable), and request that the property owner contact Tyler's local office in order to provide information about the interior. The door hanger/card will provide the property owner two options of contacting Tyler: (1) property owners can call a telephone number listed on the door hanger to provide interior information or ask questions; (2) property owners can fill out a section of the door hanger with the interior information regarding their home, tear off that section of the hanger, and mail it back to Tyler. After leaving the door hanger, the field person will proceed to measure, describe and diagram, and collect and record all necessary data regarding the exterior of the dwelling(s) and other improvements located on each parcel. In those instances where no one is at the residence at the time of the field inspection visit, all interior information will be estimated while onsite, and verified via the call back by the taxpayer/owner to the local Tyler office.

The dates and times of all inspection attempts will be permanently recorded on the digital property record card from the individual field inspection effort. In addition, the identity of the field inspector shall be recorded on the digital property record card.

If the property owner refuses exterior inspections to the property or any portion thereof, the Tyler field person will courteously leave the property. In turn, Tyler will inform the Chief Assessor of each occurrence in writing on a biweekly basis. The field person will record on the property record the property address, account number, date, and time of the refusal. In addition, the field representative will request the name of the person refusing the inspection, the reason for the refusal, and include all of the aforementioned information on the previously described list to be presented to the Chief Assessor biweekly.

Characteristics which will be collected or verified during the Onsite Physical Field Inspection phase include:

Address Verification	Number of Baths
Story Height	Heating Type
Style	Fuel Type
Exterior Walls	Central A/C
Year Built	Fireplace Type and number

Occupancy	Miscellaneous Features
Basement	Percent Complete
Finished Basement	Outbuildings
Number of Rooms	Building Sketch
Number of Bedrooms	Attached Additions
	Other data as needed

The Group Leaders will be responsible for the quality and quantity of all field work performed by Tyler. The Group Leaders will review the raw data collected by the field person to ensure the accuracy of the data reported, floor plans, and measurements recorded before the data is encoded.

It is understood that spot checks of the fieldwork will be conducted by the Chief Assessor and may require the Project Supervisor to accompany the Chief Assessor during those inspections. It is further understood that faulty or incorrect fieldwork shall be returned to Tyler immediately for correction, while further instructions will be provided to the field personnel as to what information was faulty or incorrect. When required, this action will occur at no additional cost to the County.

Tyler will provide a written, weekly schedule of field work, including: name of the field inspector, the vehicle type and license number of the field inspector's vehicle, the neighborhood to be inspected, and the number of days the field inspector is expected to be in the neighborhood. The Chief Assessor shall provide a copy of this schedule to the County and various police departments and the local news media.

Tyler is responsible for the data collection of all parcel changes that are reported to the County prior to the taxable status date. Examples are changes due to:

- Parcel splits
- Parcel merges
- Demolition
- Fire
- New Construction

Commercial, Industrial and Exempt Data Verification

Parallel to the residential and agricultural data collection process, commercial and industrial data collectors will visit each commercial and industrial parcel and verify, collect, and record data. The data collectors will make an exterior inspection of each principal structure except when a parcel is vacant, or permission is denied.

Structural features, components, or characteristics shall be identified and listed. The dates and extent of all major remodeling shall be determined and recorded in the notes section of the data collection form. Other improvements, built-in other features and attached improvements shall be identified, measured and listed.

All uses of each structure type shall be determined at the time of inspection and recorded on the data collection form.

A site plan will not be required for commercial and industrial properties where all necessary information can be shown on a printed data collection form sketch grid.

The physical condition and functional utility for each building or structure shall be verified by qualified appraisal personnel. The application of economic obsolescence shall also be considered by the appraiser and its effect on the total improvement value.

Tyler will value TIF parcels and establish the market value then apply the correct percentage to the TIF area and divide that value among the parent parcel and the value card created for the TIF. This process will also be handled for all split list exemptions. The County and Tyler will work together and agree before dividing the final values.

With the consent and assistance of the Chief Assessor, Tyler will request and attempt to collect specific lease data on leased properties to be appraised under the terms of this Agreement. Moreover, as part of the data collection process for improved commercial and industrial property, Tyler will attempt to acquire lease information for those commercial or industrial type properties that are typically bought and sold based on capitalized income streams. In addition, Tyler will compile, classify and document lease data, to support the development of guidelines for estimating value. The data will be collected and recorded on Income and Expense Disclosure Forms designed by Tyler, and approved by the County, to accommodate different property classification groupings. Income and Expense documentation will be shared with the County and delivered on an ongoing basis.

Data Entry

Office QC of the Field Data Collection Card

As the field work is completed during the Data Collection phase of the project, digital information and PRCs will be returned to Tyler's local office in New Castle County for the Data Review/Entry Phase of the project. Prior to the actual data entry, an office desktop review will be conducted on each parcel. This scan of the PRC and/or electronically record data will determine if any required fields are missing and that the sketch of the dwelling is labeled and balances. If errors are found, the parcel is sent back to the field for review and correction. If no errors are found the parcel is ready for data entry or upload to iasWorld. Utilizing tablet technology will allow for less manual data entry and data will be loaded directly into iasWorld from the field collection device.

Processing of Returned Cards and Calls

This phase will also include further quality analysis of data received from returned door hangers, and telephone contact.

Property Data Mailer

Tyler will inspect the exterior of each structure as well as obtain interior data through mailing questionnaires to all New Castle County property owners. The County will have the opportunity to review and approve the data mailer(s) for all property classes. Each data mailer will have the most updated information from the County's CAMA System (database). Every property owner will have a certain amount of time to respond to this data mailer which will be described on the letter that will go along with the property record card factsheet. Every property record card factsheet will include the following:

Owner Names

Physical Address of the Property / Parcel Number and Card Number

Sketch – showing outline of the subject property and property features

Descriptive information relating to the makeup of the property like style, story height, exterior walls, heating, cooking, basement, room count, bedroom county, full / part bathroom count, additional fixtures, year built, year remodeled, number of open fireplaces, number of chimneys, total basement area, finished basement area.

Ask for any new construction that might have taken place in the past. If so, please specify.

All data mailer responses will be taken, and data entered, into the County's database. A data mailer response with any inefficient response or a request by the taxpayer to visit the property will be handled in a different phase of the review process called onsite collection inspection by a data collector on the property in order to correct the pertinent information needed.

Quality Control Plan

Delivering quality service and products is important to us, and this means ensuring the following four basic components:

1. Understanding what is to be done.
2. Gaining assurance that the client shares this understanding.
3. Doing this work on time.
4. Obtaining agreement of success from the client.

Tyler is dedicated from the top down to delivering quality work. A primary element of management's job is to ingrain this precept into the culture of all new employees and to build upon it during their careers.

Tyler does not want or expect the County to rely solely upon our own statements about job quality. As another part of the quality plan, we strongly encourage local participation in checking work at all levels as it is completed. The sooner an error or misunderstanding can be uncovered and eliminated, the better chance we have of achieving our common goals. Therefore, we will cooperate fully with the County in its work audit process.

Data Collection

Tyler's quality control process for data collection and verification is outlined below.

At the project level, several quality control procedures will be in place. For field data collection or verification, personnel will follow these instructions:

1. The group leader rechecks all properties collected during the initial training period at the time of the data collection. All noted errors are discussed with the data collector; corrective action is identified and taken.
2. The group leader recollects 25 of the first 100 cards completed by each data collector after the initial training period. This recollection is done using the document prepared by the data collector and is done independently. The results are reported to the employee.
3. The group leader also makes a visual inspection from the public way of the balance of the first 100 cards, with attention to consistency, accuracy, neatness and value.
4. The data collector is required to revisit and correct any errors noted. Retraining is conducted as required.
5. After the successful completion of the training period, the group leader reviews from the public way all of the cards in each completed work pack for each data collector within his/her group. In addition, 3% of all parcels are recollects by the group leader. A Data Collector Quality Check Form is completed for each card recollects.

6. If results of the quality check are satisfactory, the quality check forms are discussed with the data collector and the pack is turned in to the project office for clerical quality control.
7. A field pack with an unsatisfactory quality check report is returned to the data collector and one of two courses of action is taken:
 - a. A high level of multiple significant errors requires a complete rework of the pack by the data collector.
 - b. A pack with a lesser degree of error but a still unsatisfactory quality report is returned to the data collector. The data collector corrects the noted errors and rechecks the balance of the cards in the pack for similar errors.
8. Periodic field training exercises are conducted with each data collector. The objective is refinement of the data collector's basic skills and improvement in targeted problem areas such as productivity and accuracy.
9. Regular reviews are held between the project supervisor and all group leaders for current data collector status regarding quality results, productivity and acceptance of training and corrective actions.
10. The ongoing results of the data quality assurance process must be reported to the County's project administrator on a bi-weekly basis.
11. The standards for data accuracy are to be the same as in the IAAO Standard on Mass Appraisal Section 3.3.4.2 for continuous or measurement data (e.g., garage area), objective categorical data (e.g., bathroom count), and subjective categorical data (e.g. quality grade). For a single continuous or measurement data element, this standard is to be accurate within 1 rounded foot of the true dimensions or within 5% of the area. In the aggregate, a standard is not given but will be at least 95% of the time for this project. This means that a quality check is considered satisfactory for a batch of properties if 95% of the elements are accurate to 1 rounded foot of the true dimensions or within 5% of the area. For a single objective or subjective categorical data element, the standard is that it is either correct or incorrect (it is a binary outcome). In the aggregate, the standard for objective categorical data is that at least 95% of the elements in a batch are accurate. In the aggregate, the standard for subjective categorical data is that at least 90% of the elements in a batch are accurate. These standards are to be used when evaluating whether a batch of properties has a satisfactory quality check. Because there are three different standards corresponding to the three different types of data, it is possible that the data collection quality check for a batch of properties will fail on one type of data and not on another. In that case, only the type of data with the failed quality check must be remediated. What constitutes a batch will be determined and mutually agreed upon by both parties as part of the project planning activities.
12. The County will also have the ability to perform their own independent data quality assurance checks and have the results of those checks passed along to Tyler for remediation.

Spreadsheet records will be kept by the project supervisor reflecting (by individual and by work pack) number of parcels completed, number of parcels audited, number of parcels passed, number of parcels with minor errors to be corrected, and number of failed parcels (unacceptable errors).

Additional records will document the results of the clerical checks, which will occur upon delivery of the completed work pack to the project office.

The computer-assisted mass appraisal system will supplement supervisory and clerical checks by applying edits against data entered into the appraisal file after data verification. Rapid data entry and prompt data management processing will assure management that mistakes are caught quickly. In addition, after data

entry, customized reports are run to seek out anomalies for review and correction prior to entering the valuation phase.

Summary

Once the data entry and data mailer phases are completed, the database will be ready for the analytical phase of the reassessment.

Analytical Phase

Neighborhood Delineation

Tyler will create and/or update neighborhood boundaries and associated descriptions in support of the reassessment as described herein. We will review current established neighborhood boundaries using current GIS tools; offer appropriate modifications based upon sales analysis, then update neighborhood delineations throughout the County and submit the proposed changes to the Chief Assessor for approval prior to use.

When making recommendations, Tyler takes note that neighborhoods should physically be delineated to reflect a high degree of homogeneity in governmental, social, economic, and physical characteristics. Neighborhoods are usually - but not necessarily - outlined by boundaries, either natural or man-made. Tyler agrees that delineation of neighborhoods will be done separately for residential and commercial properties. For residential neighborhood boundaries, the appraiser will consider, at a minimum: land elevations; man-made or natural obstructions; similarity of structures; quality of construction; price range; style of homes; desirability of the area; and recent market trends. The following additional items will be considered for commercial/industrial neighborhoods: land elevation; traffic flow; class/use of properties; income ranges; rents; and zoning.

Tyler will assign or otherwise modify, when warranted, a unique number to each individual neighborhood. This number will be recorded on every parcel contained in that particular neighborhood, and will be used to determine land prices, select comparable sales, assign the appropriate income model, and to analyze market conditions versus Tyler produced value estimations prior to final review by Tyler appraisal personnel. On maps provided by the County, Tyler agrees to develop, identify, and record updated neighborhood boundaries with identification numbers that will be used to delineate neighborhoods throughout the County.

A neighborhood in iasWorld is defined as the largest geographic grouping of properties where the significant economic forces of those properties are generally uniform. A statistical profile for each neighborhood will be generated including a frequency distribution and relevant statistics for data characteristics. Examples include year built, SFLA, grade, CDU, median/mean value, median/mean selling price, medium/mean land size and style organized by neighborhood. A profile sheet will be created for each neighborhood and will contain all the relevant summary data needed for that neighborhood. This data becomes helpful for comparable sales selection in market analysis.

Sales Data

Tyler will examine recent sales involving the properties to be appraised and will gather validation information. Sales will be validated in accordance with the IAAO Standard on the Verification and

Adjustment of Sales. The County will continuously and concurrently provide copies of all sales information available with respect to transfers of parcels occurring from January 1, 2019 through the duration of the project. There must always be a separate subject and sale record, where the sale record has a verified snapshot of the data at the time of sale.

The sales verification process will be conducted through the utilization of a sales verification questionnaire and the County will approve the formatting of such a letter.

The sales will be categorized by neighborhood and property classification, and valid sales will serve as the comparable sales database to accommodate the application of the market approach to value.

Appraisal of Land

Once the neighborhood boundaries have been identified, experienced appraisers will analyze sales of vacant land in each neighborhood. In cases where the sample of vacant sales is inadequate, land residual techniques will be utilized. All land will be valued as if vacant.

Land tables will be built for each neighborhood based on a typical size for the area. Deviations from the norm will be adjusted using the appropriate incremental values derived from the market. Positive or adverse influences and various land breakdowns on use will be done at the parcel level. Factors which affect the value include such things as location, size, shape, topography, access to railroads, roads, waterways, use and other influences will be considered in establishing final values.

The allocation of land and building values will be derived from the market. A separate land value plus building value will equal total value. Tyler will establish its opinion of unit land values – expressed in acreage, front foot, site, or square feet – consistently throughout the County.

Such values and unit of comparison will be approved by the County prior to being utilized. Once approved, Tyler will load the updated tables into the County's CAMA system. Parcel splits and combinations will be appraised by Tyler.

Valuation Guidelines

Tyler will collect, record, and analyze general supporting data to serve as a basis for the development of guidelines for cost, market and economic coefficients needed when applying the three (3) approaches to value. The general supporting data to be analyzed will include cost data, lease data, economic data and sales data.

The valuation models that will be developed from this analyzed data will include replacement cost schedules, depreciation schedules, economic rent schedules, income capitalization rates, comparative property sale units, unit land values, and gross income multipliers. Models will be created using accepted mass appraisal techniques and in accordance with the IAAO Standard on Automated Valuation Models. Tyler will use Delaware certified appraisers in developing the valuation methodology for this project. Tyler will get approval from the County for the valuation methodology employed for each class of property.

Valuation models will be based on the Reassessment Project's date of value of July 1, 2022 (July 1, 2024) and will be approved by the Chief Assessor prior to determination of final values. Further, Office of Assessment staff shall be regularly apprised regarding the valuation model as part of the valuation process, with bi-weekly meetings scheduled to brief Office of Assessment staff on the latest progress and to solicit feedback based on their knowledge of the local market.

In-depth documentation for use by Office of Assessment staff will also be provided for each method used for each class of property by the end of the project. Tyler will turn over all valuation scripts, spreadsheets, and any other tools and analyses used to develop the mass appraisal models for each class of property. This information shall be clearly labeled for each model, sub-model, intended use, and class of property.

Model quality assurance, including ratio studies, must be performed as a necessary part of the development of all valuation models.

The sales comparison approach shall be the primary applied method of valuation for residential properties. The cost approach must also be developed for all improved residential properties in order to be used in areas without sufficient sales or for unique or complex properties.

Tyler will use the income approach, when appropriate, as the default approach for all non-multi-family commercial property. Tyler will use the sales comparison approach or the income approach, according to data availability, for multi-family/apartment properties. Tyler will use the income approach or the cost approach as the default approach for industrial properties. The income approach should be corroborated through either the sales comparison or cost approach. The County and Tyler will mutually agree on the amount of income/expense data that is complete and representative of the universe of commercial and industrial properties.

The County and Tyler will compile a list of the unique and highly complex properties at the start of the project. If a property cannot be valued through a computerized mass appraisal system, Tyler will assign an appraiser to apply appropriate appraisal methodology and provide a brief, 2-3 page limited summary narrative appraisal for these parcels.

Individual valuation reports shall be made available to the County at their request and also as needed in assessment appeals. These valuation reports shall include all relevant information to the valuation of that property given its class including comparable sales, income and expense information, sketches, photos, and property information.

Details of Residential Improvement Cost Table Calibration and Index

Methodology

The local construction cost index is the ratio of the cost to construct a dwelling in one location compared with the cost to construct the same dwelling in another location at a given date. The cost schedules will be calibrated to closely reflect the region encompassing the county.

The cost index will be developed from an analysis of sales of newly-constructed, average quality dwellings located within the county and/or sales of "relatively" new, average quality dwellings which have been properly adjusted for time. This is a four-step process that should be completed in the following order:

- Develop a market trend based on re-sales of improved residential properties within the county.
- Trend the construction costs for each new dwelling to be used in the index study to an estimate of the reassessment date.
- Calculate a cost ratio for each new dwelling by comparing the iasWorld Replacement Cost New (RCN) to actual construction costs.
- Analyze the individual cost ratios and correlate an overall local construction index.

In the event that a sufficient number of newly-constructed, average quality dwellings are not available to adequately document the local index, supplemental sources may include contractors' cost estimates of stock or standard building plans.

Index Calculation

The calculation process to establish the local index is as follows:

- Trend all sales to be used in the index study to July 1, 2022 (July 1, 2024) using the monthly trending factor established in the market trend analysis.

- Subtract the land value estimate from each adjusted sales price. The result is the indicated dwelling or building residual value.

- Obtain the Replacement Cost New for each dwelling through iasWorld.

- For each sample, divide the indicated dwelling residual value by the iasWorld "Base Value." The result is the index factor for the improvements.

Calibrating the Residential Depreciation Tables

The iasWorld residential accrued depreciation or percent good tables are a matrix which is set up by the "Year Built" and the "Condition, Desirability, and Usefulness" (CDU) rating of the dwelling. The tables will be calibrated to reflect the local market conditions for the county. The calibration process is completed by analyzing verified sales which are contained in the sales history file.

Commercial and Industrial Valuation

Neighborhoods

Delineation of neighborhoods for commercial and industrial properties is a primary driver in the valuation of land, the application of the income approach and the application of the cost approach.

Significant characteristics in defining neighborhoods include:

- Physical boundaries

- Natural - as rivers, streams, woods, etc.

- Manmade - as roads, railroads, power lines, etc.

- Building characteristics: type, quality, age, and condition

- Type of occupancy: such as industrial, apartment, retail, and office.

- Current zoning: Preexisting nonconformity and development rights

- Typical land size and land valuation

- Sale prices

Economic Forces: In most circumstances, properties will compete with each other within the same immediate neighborhood.

The delineation process will involve the following procedures:

- Establish base neighborhood delineation maps from the County's tax maps.

Each defined neighborhood will be driven and analyzed in the field. Based on physical observation and the other factors previously mentioned, the neighborhood boundaries could be:

- Deleted and the properties included in an adjoining neighborhood when economic conditions indicated they were similar, OR

Create a new neighborhood from part of an existing neighborhood where there was clear indication that the economic level of value and/or similarity is different from that of its original proposed neighborhood.

Upon completion of the field review, the boundaries will be refined down to the parcel level as part of the computer database utilizing the iasWorld CAMA system.

Approaches to Value and Appropriate Units of Comparison

There are three accepted approaches or methods to arrive at value. The cost approach provides an estimate of value based upon the replacement cost of the improvements, less depreciation, plus the value of the land. The income approach estimates value by capitalizing the net operating income of a property. The market or sales approach estimates value by comparing similar properties to the property being appraised.

For the 202 Reassessment of commercial and industrial properties, models will be calibrated to predict fair market value using two approaches, the income approach and the cost approach. The income approach best reflects the actions and motivations of investors who buy certain types of commercial properties in the county but is not applicable for every type of property appraised (vacant lots, certain manufacturing, service stations to name a few).

Unlike residential properties, the appraisal of commercial and industrial properties requires utilizing multiple units of comparison to arrive at an accurate value estimate. Units of comparison are those variables or characteristics that investors use in making decisions in purchasing commercial and industrial properties.

Units of comparison enable appraisers to distill value to a specific rate such as rent/square foot so that comparison may be made with properties that are somewhat dissimilar.

County commercial and industrial properties will be analyzed with the following units of comparison:

- Sale Price/acre
- Income or Sale Price/square foot
- Income or Sale Price/apartment unit
- Income or Sale Price/parking space
- Income or Sale Price/hotel room
- Sale Price /nursing bed
- Cost/square foot
- Sale Price per square foot or acre of land

Using different units of comparison is not intended to produce higher values, just more valid and reliable values. In general, rate/square foot and rate/per unit (such as apartments and hotels/motels) will be the most common unit of comparison in the county.

Cost Approach Overview

Land Values and Models

Land models will be created for the reassessment to accommodate the land valuation for parcels in the commercial, industrial and apartment classes of property. Each of the models has rates which will be applied to individual parcel land formats by location and land code.

Locations will be identified for each parcel in each neighborhood. The possible location options could be:

- Central Business District
- Perimeter Central Business District
- Major Strip
- Secondary Strip
- Neighborhood/Spot (Includes apartments 4-6 units)
- Industrial Site
- Apartment/Condominium Site
- Business Cluster
- Commercial/Industrial Park

Wherever possible, the land model rates will be developed from an analysis of valid vacant land sales located within each model and location. Though there will be vacant land sales for the reassessment, it is unrealistic to expect that sufficient sales data would exist for every unique location within each neighborhood model. Where no vacant sales exist in a given location, comparative rates used in similar models will be used to determine the desired rates.

Building Cost

The cost approach provides an estimate of value based upon the replacement cost of the improvements, less depreciation, plus the value of the land.

Replacement cost means replacing the improvement with an improvement of the same utility; reproduction cost only equals replacement cost when a building is relatively new.

Local costs will be researched by using actual construction costs within the county. Since various construction types are necessary for different uses, several costs will be developed for basic structure codes such as hi-rise offices, banks, retail space, etc. The cost table will also be updated to account for items such as interior finish, heating, plumbing, air conditioning, etc. for the various uses.

The quality grade of materials and workmanship is one of the most significant adjustments to be made in the cost approach. Many buildings with similar square foot areas and uses can vary significantly in cost due to quality of materials and workmanship. The mass appraiser will analyze these characteristics in order to arrive at an estimate of quality grade.

In addition to the independent research outlined above, we will use accepted cost indexing services as a check against our replacement cost tables. We will compare the results with our verified costs to reinforce our locally obtained costs.

Depreciation

Depreciation is defined by the IAAO as: "Loss in value of an object, relative to its replacement cost new, reproduction cost new, or original cost, whatever the cause of the loss in value." Basically, depreciation is loss in value due to any cause. The three types of simple depreciation are:

Physical Depreciation

Physical depreciation is defined by the IAAO as "arising solely from a lowered physical condition of the property or a shortened life span as the result of ordinary use, abuse, and action of the elements."

In general, physical depreciation is due to deterioration or "wear and tear" over time.

Functional Depreciation (or Functional Obsolescence)

Functional Obsolescence is defined by the IAAO as: "A decrease in the value of a property occasioned solely by shifts in demand from properties of this type to other types of property and/or to personal services."

In general, functional depreciation is due to the loss of a buildings ability to function as efficiently as a modern building (an old-style heating system versus a modern HVAC system).

Economic Depreciation

Economic depreciation is defined by the IAAO as: (1) "Depreciation due either (a) to an increase in supply of the property under consideration or (b) to a reduction in monetary demand for properties of the type under consideration unaccompanied by shifts in demand from such properties to other properties and/or personal services (preferred). (2) Depreciation of any sort other than physical depreciation." Economic depreciation is due to factors outside the property. The location of the property may also be a cause of economic depreciation.

Depreciation in Mass Appraisal

The age life method considers how long a property will be considered economically viable, or the economic "life" of a property. Depreciation on a parcel level is based on multiple data elements which take into account the age of the building, the structure and construction type of the building, and the observed condition and utility. The structure and construction type will form the basis of the expected life, and the observed physical and functional condition ratings will estimate the percentage of depreciation to determine the value of the building in its current condition.

Market Analysis Overview

During this step of the valuation process, Tyler will use the analytical tools in iasWorld to develop markets for residential improved parcels, where possible. Therefore, both the cost and comparable sales approach will be considered when arriving at the final estimate of value. When applicable, up to five comparable sales for each subject will be available for review. This comparable sales approach allows us to better reflect market activity in this uncertain economy and explain the anomalies that may occur with bank sales, foreclosures and other distressed sales. A market model is a statistical picture of the elements affecting sale price within the market area. By determining the relative effect of specified property characteristics on sale price, markets will be constructed and used to predict value for unsold properties.

Income Approach Overview

The income approach is defined by the IAAO as:

"The concept that current value is the present worth of future benefits to be derived through income production by an asset over the remainder of its economic life. The income approach uses capitalization to convert the anticipated benefits of the ownership of property into an estimate of present value."

In mass appraisal, there are two major elements of the income approach that must be defined. The first is determining the market capitalization rate that typical investors will require to purchase different types of property. The second is estimating the expected Net Operating Income on a property when the actual NOI may or may not be known. The estimation of Net Operating Income of different types of properties is derived from three factors; the expected gross rental income of the property, the expected occupancy of the property, and the expected operating expenses of the property.

Capitalization Overall Rate Development

Income producing properties are assets that offer a return on, and a return of, an investment. Investors buy property in order to receive income which represents a return on their investment. That return is measured in many ways but the standard that is used by appraisers most often to summarize investment rate of return is the capitalization rate or CAP rate; calculated by dividing net income (NOI) by purchase price. Net income is calculated by subtracting from the property's rental income if fully occupied, any shortfall due to vacancies and credit losses, and all operating expenses except for real estate taxes and debt service. For assessment purposes, the expense of real estate taxes is incorporated into the overall capitalization rate (OAR) as an effective tax rate for the municipality.

Where income and expense information are available for commercial and industrial properties that have sold, it is possible to derive direct capitalization rates. This is preferred to alternative techniques such as Band of Investment because it is based on a property's actual as opposed to pro forma financial performance and reflects the expectations of investors in a competitive marketplace.

Income and Expense Valuation

Economic data will be collected from the local marketplace and used to develop Income Valuation Models. These models contain typical rents, expenses, and capitalization rates for the various income use groups. The appraiser can make parcel level adjustments to the income valuation components generated by the Income Models.

Preferential Assessments

Tyler will calculate preferential assessments for all parcels which might qualify or have already qualified under the Farmland Assessment Act program using state-supplied soil survey data, County GIS, and input data to calculate the soil types by parcel in acres. The table below shows data inputs for assisting in completing Farmland valuations in New Castle County in accordance with Delaware's Farmland Assessment Act.

Data Inputs to Complete Clean and Green Valuations

Item	Description
Digital parcel layer of New Castle County in a prescribed projection	Supplied by County
Digital soil layer of New Castle County in a prescribed projection	Supplied by County
Digital coverage layer (wooded or open) of New Castle County in a prescribed projection	Supplied by County
Digital coverage layer (wooded or open) of New Castle County in a prescribed projection	Supplied by County
Creation Clean and Green Parcel-Soil-Cover Map	Using GIS software, the area of each soil and coverage type will be calculated for each parcel

Tyler will also format the land and calculate the values for those parcels currently also getting preferential Farmland values. Data collectors will be instructed to collect data on parcels which might qualify or are currently qualified relative to meeting the programs' requirements for such things as active farming and

commercial use. It is understood that this data is somewhat subjective in nature and is only an observation at a point in time. Tyler will work with the County in determining the procedures the data collectors will be trained to follow. Determination of parcels qualifying for any preferential program, including determinations of parcels being actively farmed, and finalizing the land breakdowns would be a County responsibility.

Final Value Phase

Residential and Agricultural

After the creation of market values and in accordance with IAAO and state statutes; Tyler will appraise each property. This review will be made property-by-property to eliminate errors in data entry, judgment, and computations that might have occurred. The mass appraiser will conduct the final review using the technology of advanced desktop verification loaded with current CAMA data and initial value estimates from all relevant approaches to market value. The mass appraiser determines that the structures have been properly described and valued so as to assure the use of the proper schedules for computing replacement cost new; shall make a judgment as to the grade of construction and depreciation of each structure; shall consider indicated value of the structure and indicated value of the land against sales information concerning comparable properties and shall make a determination on the judgmental factors which affect the estimated value.

Commercial and Industrial

Similar to the phase above, mass appraisers review the value estimates, verify observable data, adjust the value estimates for any changes, choose the final valuation methodology reconciling the cost and income approaches and ensure that like properties are appraised equitably. Tyler will appraise all utility properties in the same manner as other industrial properties.

Performance Standards

Upon completion of the final review, Tyler shall submit to the Chief Assessor the results of a formal sales ratio study that meets the IAAO standards set forth in the Model Quality Assurance section below.

Appraisal Quality Control

It is important for the County to know that Tyler is dedicated from the top down to delivering quality work. A primary element of management's job is to ingrain this precept into the culture of all new employees and to build upon it during their careers. Quality in a service business can be a difficult concept to define. Tyler's definition consists of five basic components:

- Understanding what is to be done.
- Defining what constitutes successful completion of each project activity.
- Gaining assurance that the County shares this understanding.
- Doing this work on time.
- Getting recognition of success from the County.

Tyler will employ Delaware certified appraisers in this process, and Office of Assessment staff will be

involved in order to utilize their extensive local and appraisal knowledge.

A detailed quality control plan is outlined below:

At the project level, several quality control procedures will be in place. For review, personnel will follow these procedures:

- The supervisor will recheck all properties completed during the training period, typically five (5) days, by each data verifier. All noted errors are recorded on a QC form and discussed with the employee; corrective action is identified and taken.
- Throughout the review effort, the supervisor will review completed parcels for each employee within his/her group. A "Quality Check Form" will be completed for the parcels reviewed.
- If the results of the quality check are satisfactory, they are discussed with the employee and the pack is turned in to the project office for clerical quality control.

If the results of the quality check are unsatisfactory the quality check report is returned to the employee and one of two courses of action is taken:

- A pack with a less significant degree of error but a still unsatisfactory quality report is returned to the employee. The employee corrects the noted errors and rechecks the balance of the cards in the pack for similar errors.
- A significant level of multiple significant errors requires a complete rework of the pack by the employee.
- Regular reviews are held between the supervisor and all staff for current status regarding quality results, productivity, training and corrective actions.

Model Quality Assurance

Quality control as it relates to the valuation of individual parcels or groups of parcels is best measured by statistical analysis. In addition to any state standards, or in lieu of them where no meaningful state standards exist, our project team will run appropriate tests as recommended by the International Association of Assessing Officers (IAAO) to ensure that the values produced by the project meet IAAO standards as expressed in the IAAO Standard on Ratio Studies and the IAAO Standard on Automated Valuation Models. These tests will be run before public disclosure of the new values and again after any informal appeal process and the results of all ratio studies will be provided to the County. Depending upon jurisdiction size and complexity other tests may be made, but the key standards and their definitions are shown on the following page.

IAAO Standards for Statistical Analysis

Type of Property – General	Type of Property – Specific	Median Assessment to Sale Ratio	COD	PRD
Single family residential, including residential condominiums	Newer or more homogeneous areas	.90 to 1.10	5 to 10	.98 to 1.03
Single family residential, including residential condominiums	Older or more heterogeneous areas	.90 to 1.10	5 to 15	.98 to 1.03
Other residential	Rural, seasonal, recreational, manufactured housing, 2 - 4 unit family housing	.90 to 1.10	5 to 20	.98 to 1.03

Income-producing properties	Larger areas represented by large samples	.90 to 1.10	5 to 15	.98 to 1.03
Income-producing properties	Smaller areas represented by smaller samples	.90 to 1.10	5 to 20	.98 to 1.03
Vacant land		.90 to 1.10	5 to 25	.98 to 1.03
Other real property	Varies with local conditions			

Median: A measure of central tendency. The value of the middle item in an uneven number of items arranged or arrayed according to size; the arithmetic average of the two central items in an even number of items similarly arranged; a positional average that is not affected by the size of extreme values.

Coefficient of Dispersion (COD): The average deviation of a group of numbers from the median expressed as a percentage of the median. In ratio studies, the average percentage deviation from the median ratio.

Price Related Differential (PRD): The mean divided by the weighted mean. The statistic has a slight bias upward. Price-related differentials above 1.03 tend to indicate assessment regressivity; price-related differentials below 0.98 tend to indicate assessment progressivity.

In the unusual case where these standards may not be met, a written report explaining the results of the study and recommendations will be presented to the jurisdiction prior to the public disclosure process.

A detailed quality control plan will be submitted by Tyler within 30 days of contract execution. The work plan will be agreed upon by both the County and Tyler and it will outline the responsibilities of each party.

Notification of New Valuations to Property Owners

Tyler will be responsible for notifying all property owners of their new values stemming from the 2023 Reassessment. The notification will provide the property owner the ability to respond to Tyler's office with any questions. The County will approve the design and contents of the notices before they are mailed to property owners. A cover letter will accompany these notices that provides further background on the project, the informal review process, the formal appeal process, and how the new assessments relate to their new tax bill.

Tyler will be responsible for logging/tracking all comments sent to the Chief Assessor by the property owners. Tyler will review the comments to determine if a valuation change is warranted and Client will assist in this review. Tyler will denote the disposition on the appraisal review document and Tyler will return all documentation to the Chief Assessors personnel. Tyler will be responsible for inputting any clerical changes needed to complete this task.

Mass Appraisal Report

A mass appraisal report will be provided to the Chief Assessor as a summary of the work performed during the New Castle County Reassessment project. This report is intended to complement, but not replace, the supporting materials that will be provided to the Chief Assessor in the form of interim reports, quality audit reports, and appendices, as well as procedural and training materials throughout the project.

This summary report will serve to define, summarize, and document the standards followed and the process associated with the data verification, value review, analysis and reporting necessary to render a

credible opinion of true value(s) in accordance with Delaware Statutes, IAAO technical standards and “Standard 6” of the Uniform Standards of Professional Appraisal Practices.

Support of Values

Tyler's Conduct of Informal Reviews

Tyler will mail each property owner a notice showing their tentative value. Tyler will have an informal discussion with the owner or agent who requests the same during the specified period at a location provided by the County. Tyler will be responsible for all informal reviews filed as a direct result of this reassessment which are requested within the timeframe scheduled for setting appointments. Tyler will provide the County with a summary of the informal review process, including the amount of assessed value change and the number of properties with a data change, by property type.

Results of Informal Reviews

Tyler will mail a notice to all property owners who attended an informal review or whose values were changed during the informal process of the final value that Tyler will recommend to the County.

Finalization of Assessment Roll

Tyler will finalize the tentative assessment roll by February 15, 2023 (February 15, 2025) with the approval of the County. Tyler will use Delaware certified appraisers in the finalization of the roll.

Formal Appeals to the County

Tyler will provide up to 50 days of support for the County’s formal appeals at the BOAR as part of this Contract. Tyler will, upon request, provide additional support to the Assessment Department and BOAR regarding formal appeals filed with the Board as a result of the reassessment for the 2024 (2025) and 2025 (2026) tax years. These services would be provided at per diem rates.

Litigation Support

Tyler will, upon request, participate in all appeals to the courts taken and processed in accordance with administrative or statutory procedures from any individual assessment or group action, including a challenge in general to the methodology or procedures used by Tyler in the reassessment, which is computed from Tyler’s appraised value provided that the first stage of the appeal has commenced within the time allowed. The County will give Tyler copies of all documents involved in any complaint or appeal, prior notice to permit scheduling and travel to any conference or hearings at which Tyler’s representative is requested to be present, and prompt notice of the cancellation or postponement of the same. These services would be provided at negotiated terms.

New Construction

The County will provide Tyler permit information throughout the Project. Tyler will collect, input, and set a 2023 (2024) value for all new construction completed on or prior to the County’s Taxable Status Date, January 1, 2023 (January 1, 2025).

Client Responsibilities

The following Client Responsibilities details the responsibilities of the County during this project.

Use of County Records

The Chief Assessor agrees that Tyler shall utilize the County computer systems and software including, but not limited to, the County's real estate appraisal software, their Geographic Information System (GIS) software and their aerial photography software to complete this update and that its accessibility is an integral part of the success of this program. The County shall make the computer system and its technicians available to Tyler on a timely basis and both parties recognize the importance of this relationship. Tyler shall be responsible for all data entry activities associated with this Agreement.

Parcel Identification Characteristics/Data

Within thirty (30) days of signing this Agreement, the County shall provide electronic CAMA data for each parcel, correct and current as of the most recent tax lien date prior thereto, consisting of the owner's name and mailing address, parcel identification number, legal description, improvement characteristics, and such information shall be presumed to be correct. Corrections to such information shall be made at the County's expense.

Tax Maps

Within fifteen (15) days of contract signing, the County shall provide electronic maps (GIS information) covering all parcels, correct and current as of the most recent tax lien date prior thereto. Each map shall be drawn to scale, be identified by a map number and taxing jurisdiction, delineate each parcel, sufficiently specify its dimensions so that its size may be determined, show recorded easements and restrictions, and such information shall be presumed to be correct. Corrections to such information shall be made at the County's expense.

The County shall supply Tyler with an electronic version of the County's GIS parcel layer and available aerial photography. The GIS layer shall accurately indicate the area, acreage, or dimensions of each lot, tract, or parcel of land in the county with the parcel identification number.

The County shall provide Tyler with a GIS layer updated for corrections to any descriptions due to splits, new subdivisions, or any other changes to parcel property lines.

Mobile/Manufactured Homes

The Chief Assessor's Office will provide records for all mobile/manufactured homes. Tyler will be responsible for establishing a cost schedule in the County's CAMA system much like typical single-family residential homes with the assistance of the County. Tyler is responsible for the data entry of mobile/manufactured homes data from their spread sheets into the CAMA system.

Farmland

The Chief Assessor's Office will provide records for all Farmland parcels. Tyler will be responsible for establishing a cost schedule in the County's CAMA system with the assistance of the County. Tyler is responsible for the entry of Farmland data into the CAMA system.

Sales Information

The County shall continuously and currently provide copies of all sales information available to it with respect to transfers of parcels occurring since January 1, 2019 (January 1, 2021) and ending with the project completion date of February 15, 2023 (February 15, 2025).

Additional Information

The County shall further assist Tyler by providing or making available such other information which it possesses or which is conveniently available to it, including, but not limited to, general assessment records.

Computer Processing and Supplies

The Client will be responsible for all labor and other costs required to operate the computers and for providing the use of the computers during normal working hours. All cost associated with computer hardware located in Client offices, dedicated phone lines and associated items are the responsibility of the Client. The Client will grant VPN access to Tyler for off-site work and support. A minimum of 10 VPN accounts must be provided for off site work and support throughout the duration of this project.

Facilities

Tyler's project office, utilities, local telephone services shall be provided by the County. Except as may be specifically provided for in this Agreement, all vehicles and office supplies required by Tyler for the project shall be provided or paid for by Tyler. The County shall supply office furniture and computers for Tyler's use during the project. Typically, an area of 1,500 square feet of office space is required for the duration of the project.

Project Schedule

Tyler's performance of its obligations shall begin within thirty (30) days of signing the **Software as a Service and Professional Services Agreement** with the commencement of planning and creation of a work plan, subject to the Chief Assessor's approval. Said work plan will indicate the starting and completion dates for all the various phases of the project and, once approved and agreed upon, will become part of the agreement. Tyler will provide each County Sign Off Document identified in Appendix A to this Exhibit D, Schedule 1 on the date set forth below.

OPTION #1

RFP Section	Project Timetable	Start Date	Finish Date
4.2	Project Timetable Delivery	6/1/2021	8/1/2021
4.3	Public Relations Timetable Delivery	6/1/2021	9/1/2021
4.4.1	Data Collection Training	7/1/2021	9/1/2021
4.8.1, 4.8.2	Data Collection Preparation and Planning	7/1/2021	9/1/2021
4.4	Local Staff has been fully trained in all phases of the project completed to date.	6/1/2021	9/1/2021
Appendix A	County Sign Off Document #1		9/1/2021
4.5.2	CAMA System Data Conversion Plan Delivery	6/1/2021	8/1/2021
4.5.2	CAMA System GAP Analysis Plan Delivery	6/1/2021	9/1/2021
4.5.2	CAMA System Data Conversion Completed	8/1/2021	9/1/2021
4.5.2	CAMA System GAP Items Completed (Including Interface with Hansen)	9/1/2021	3/1/2022
4.5.2	CAMA System User Acceptance Testing Completed		4/1/2022
4.4	Local Staff has been fully trained in all phases of the project completed to date		4/1/2022
Appendix A	County Sign Off Document #2		4/1/2022
4.8	Subject Inventory Data Collection and Data Entry	9/1/2021	7/1/2022
4.9	Sales Verification and Data Entry	9/1/2021	7/1/2022
4.4	Local Staff has been fully trained in all phases of the project completed to date.		7/1/2022
Appendix A	County Sign Off Document #3		7/1/2022
4.8.8	Post Inspection Parcel Inventory (Data Mailer or Web Site Alternative) and Updates	7/1/2022	9/1/2022
4.8.9	Acquisition of Street-Level Photography	9/1/2021	9/1/2022
4.10	Data Edits	7/1/2022	9/1/2022
4.8.8	Acquisition of Market Data (Income & Expense Questionnaires)	4/1/2022	9/1/2022
4.11	Grouping of Data (Neighborhood Analysis/Delineation)	7/1/2022	9/1/2022
4.11	Valuation Exploratory Analysis and Pre-Planning	1/1/2022	7/1/2022
4.4	Local Staff has been fully trained in all phases of the project completed to date.		9/1/2022
Appendix A	County Sign Off Document #4		9/1/2022
4.11	Valuation Model Production	7/1/2022	10/1/2022
4.12	Value Review	9/1/2022	10/15/2022
4.12	Assessor's Value Review with Contractor	9/1/2022	10/15/2022

4.4	Local Staff has been fully trained in all phases of the project completed to date.		10/15/2022
Appendix A	County Sign Off Document #5		10/15/2022
4.13	Assessment Disclosure Notice Production	10/15/2022	11/1/2022
4.13	Assessment Disclosure Notice Mailing	11/1/2022	11/1/2022
4.4	Local Staff has been fully trained in all phases of the project completed to date.		11/1/2022
Appendix A	County Sign Off Document #6		11/1/2022
4.14	Informal Review Meetings (including Field Related Activities)	11/1/2022	2/1/2023
4.15	Value Change Notices Production and Mailing	11/1/2022	2/1/2023
4.16	Finalize Tentative Assessment Roll	2/1/2023	2/15/2023
7.0	Project Deliverables to Assessors		2/15/2023
4.4	Local Staff has been fully trained in all phases of the project completed to date.		2/15/2023
Appendix A	County Sign Off Document #7		2/15/2023

OPTION #2

RFP Section	Project Timetable	Start Date	Finish Date
4.2	Project Timetable Delivery	6/1/2021	8/1/2021
4.3	Public Relations Timetable Delivery	6/1/2021	9/1/2021
4.4.1	Data Collection Training	7/1/2021	9/1/2021
4.8.1, 4.8.2	Data Collection Preparation and Planning	7/1/2021	9/1/2021
4.4	Local Staff has been fully trained in all phases of the project completed to date.	6/1/2021	9/1/2021
Appendix A	County Sign Off Document #1		9/1/2021
4.5.2	CAMA System Data Conversion Plan Delivery	6/1/2021	8/1/2021
4.5.2	CAMA System GAP Analysis Plan Delivery	6/1/2021	9/1/2021
4.5.2	CAMA System Data Conversion Completed	8/1/2021	9/1/2021
4.5.2	CAMA System GAP Items Completed (Including Interface with Hansen)	9/1/2021	3/1/2022
4.5.2	CAMA System User Acceptance Testing Completed		4/1/2022
4.4	Local Staff has been fully trained in all phases of the project completed to date		4/1/2022
Appendix A	County Sign Off Document #2		4/1/2022
4.8	Subject Inventory Data Collection and Data Entry	9/1/2021	7/1/2024
4.9	Sales Verification and Data Entry	9/1/2021	7/1/2024
4.4	Local Staff has been fully trained in all phases of the project completed to date.		7/1/2024
Appendix A	County Sign Off Document #3		7/1/2024
4.8.8	Post Inspection Parcel Inventory (Data Mailer or Web Site Alternative) and Updates	6/1/2024	8/1/2024
4.8.9	Acquisition of Street-Level Photography	9/1/2021	7/1/2024
4.10	Data Edits	5/1/2024	8/1/2024
4.8.8	Acquisition of Market Data (Income & Expense Questionnaires)	1/1/2024	7/1/2024

4.11	Grouping of Data (Neighborhood Analysis/Delineation)	5/1/2024	7/1/2024
4.11	Valuation Exploratory Analysis and Pre-Planning	1/1/2024	5/1/2024
4.4	Local Staff has been fully trained in all phases of the project completed to date.		8/1/2024
Appendix A	County Sign Off Document #4		8/1/2024
4.11	Valuation Model Production	5/1/2024	9/15/2024
4.12	Value Review	7/15/2024	10/15/2024
4.12	Assessor's Value Review with Contractor	7/15/2024	10/15/2024
4.4	Local Staff has been fully trained in all phases of the project completed to date.		10/15/2024
Appendix A	County Sign Off Document #5		10/15/2024
4.13	Assessment Disclosure Notice Production	10/15/2024	11/5/2024
4.13	Assessment Disclosure Notice Mailing	11/5/2024	11/5/2024
4.4	Local Staff has been fully trained in all phases of the project completed to date.		11/5/2024
Appendix A	County Sign Off Document #6		11/5/2024
4.14	Informal Review Meetings (including Field Related Activities)	11/5/2024	2/1/2025
4.15	Value Change Notices Production and Mailing	11/5/2024	2/1/2025
4.16	Finalize Tentative Assessment Roll	2/1/2025	2/15/2025
7.0	Project Deliverables to Assessors		2/15/2025
4.4	Local Staff has been fully trained in all phases of the project completed to date.		2/15/2025
Appendix A	County Sign Off Document #7		2/15/2025

APPENDIX A – County Sign-off Documents

COUNTY SIGN OFF DOCUMENT #1

The project administrator and contractor have discussed the progress of the reassessment project for County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- PROJECT COMMENCEMENT AND TIMETABLE DELIVERY
- PUBLIC INFORMATION COMMENCEMENT AND PROGRAM DELIVERY
- DATA COLLECTION TRAINING
- DATA COLLECTION PREPARATION AND TRAINING
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ALL PHASES OF PROJECT TO THIS DATE
(Local Staff has been fully trained in all phases of the project completed to date.)
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator Date

Project Director Date

COUNTY SIGN OFF DOCUMENT #2

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- CAMA System Data Conversion Plan Delivery
- CAMA System GAP Analysis Plan Delivery
- CAMA System Data Conversion Completed
- CAMA System GAP Items Completed (including interface with Hansen)
- CAMA System User Acceptance Testing Completed
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator

Date

Project Director

Date

COUNTY SIGN OFF DOCUMENT #3

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- SUBJECT INVENTORY DATA COLLECTION AND DATA ENTRY
- SALES VERIFICATION AND DATA ENTRY
- SALES VERIFICATION MAILER APPROVAL
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator Date

Project Director Date

COUNTY SIGN OFF DOCUMENT #4

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- POST INSPECTION PARCEL INVENTORY (DATA MAILER or WEB SITE ALTERNATIVE) AND UPDATES
- INCOME & EXPENSE QUESTIONNAIRE APPROVAL AND TRANSMITTAL
- ACQUISITION OF STREET LEVEL PHOTOGRAPHY
- ACQUISITION OF INCOME AND EXPENSE DATA
- DATA EDIT ROUTINES
- GROUPING OF DATA (NEIGHBORHOOD ANALYSIS/DELINEATION)
- VALUATION EXPLORATORY DATA ANALYSIS AND PRE-PLANNING
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator

Date

Project Director

Date

COUNTY SIGN OFF DOCUMENT #5

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- VALUATION MODEL PRODUCTION
- VALUE REVIEW
- ASSESSOR'S VALUE REVIEW WITH CONTRACTOR
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator Date

Project Director Date

COUNTY SIGN OFF DOCUMENT #6

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- PROPERTY OWNER ASSESSMENT DISCLOSURE NOTICE PRODUCTION
- ASSESSMENT DISCLOSURE NOTICE MAILING
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator

Date

Project Director

Date

COUNTY SIGN OFF DOCUMENT #7

The project administrator and contractor have discussed the progress of the reassessment project for the County of New Castle. The RFP sections have been completed and the necessary deliverables have been provided to the County relative to:

- INFORMAL REVIEW MEETINGS AND FIELD RELATED ACTIVITIES
- VALUE CHANGE NOTICES PRODUCTION
- FINALIZE TENTATIVE ASSESSMENT ROLL
- PROJECT DELIVERABLES TO THE ASSESSOR
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT
(Local Staff has been fully trained in all phases of the project completed to date.)
- PUBLIC INFORMATION DELIVERABLES AS APPLICABLE
- RECEIPT OF PROJECT DELIVERABLES RELATING TO ALL ITEMS TO DATE

Project Administrator Date

Project Director Date



**Exhibit D
Schedule 2
Implementation Services Statement of Work**

County of New Castle

SOW from Tyler Technologies, Inc.

4/21/2021

Contact:
Paul Miller
Email: Paul.Miller@TylerTech.com
One Tyler Way, Moraine, OH 45439

Table of Contents

Part 1: Executive Summary	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology	1
Part 2: Project Foundation	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change	4
3.2 Change Control	4
3.3 Change Request Management	4
4. Acceptance Process	6
5. Roles and Responsibilities	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Sponsor	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales	8
5.1.6 Tyler Technical Services	8
5.1.7 Tyler SaaS Technicians	9
5.1.8 Tyler Data Experts	9
5.1.9 Tyler Modification Services	9
5.1.10 Tyler API Services	9
5.2 Client Roles & Responsibilities	9
5.2.1 Client Executive Sponsor	10
5.2.2 Client Steering Committee	10
5.2.3 Client Project Manager	10
5.2.4 Client Functional Leads	12
5.2.5 Client Power Users	12
5.2.6 Client End Users	13
5.2.7 Client Technical Lead	13
5.2.8 Client Change Management Lead	13
Part 3: Project Stages	15
6. Work Breakdown Structure	15
6.1 Initiate and Plan	16
6.1.1 Initial Coordination	16
6.1.2 Project/Phase Planning	17
6.1.3 Infrastructure Planning	18

6.1.4	Stakeholder Meeting.....	19
6.1.5	GIS Preparation	20
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	21
6.2	Assess & Define	22
6.2.1	Solution Orientation.....	22
6.2.2	Current & Future State Analysis.....	22
6.2.3	Conversion Assessment	24
6.2.4	Modification Analysis.....	25
6.2.5	Intentionally left blank.	26
6.2.6	Control Point 2: Assess & Define Stage Acceptance	26
6.3	Prepare Solution	26
6.3.1	Initial System Deployment	27
6.3.2	Configuration	28
6.3.3	Process Refinement	29
6.3.4	Conversion Delivery	30
6.3.5	Modifications Delivery	32
6.3.6	Intentionally left blank.....	33
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	33
6.4	Production Readiness	34
6.4.1	Solution Validation.....	34
6.4.2	Go-Live Readiness	35
6.4.3	End User Training.....	36
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	37
6.5	Production.....	38
6.5.1	Go-Live	38
6.5.2	Transition to Client Services.....	40
6.5.3	Post Go-Live Activities.....	40
6.5.4	Control Point 5: Production Stage Acceptance.....	41
6.6	Close.....	42
6.6.1	Phase Closeout.....	42
6.6.2	Project Closeout.....	43
6.6.3	Control Point 6: Close Stage Acceptance	44
7.	General Assumptions	44
7.1	Project.....	44
7.2	Organizational Change Management	45
7.3	Resources and Scheduling	45
7.4	Data.....	45
7.5	Facilities.....	46
8.	Glossary.....	47
9.	Conversion.....	50
9.1	A&T Conversion Summary	50
9.1.1	Appraisal Standard Conversion.....	50

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

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

1.3 Methodology

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

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

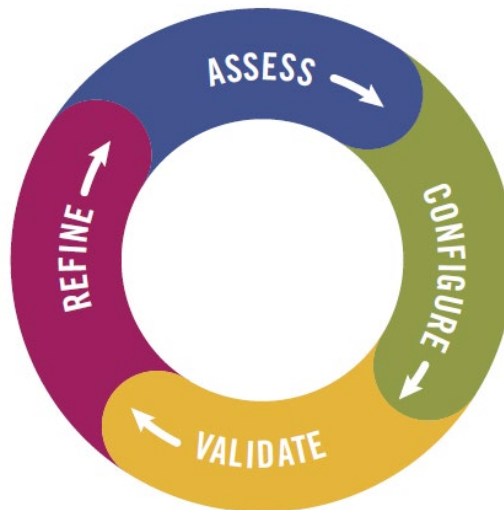
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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

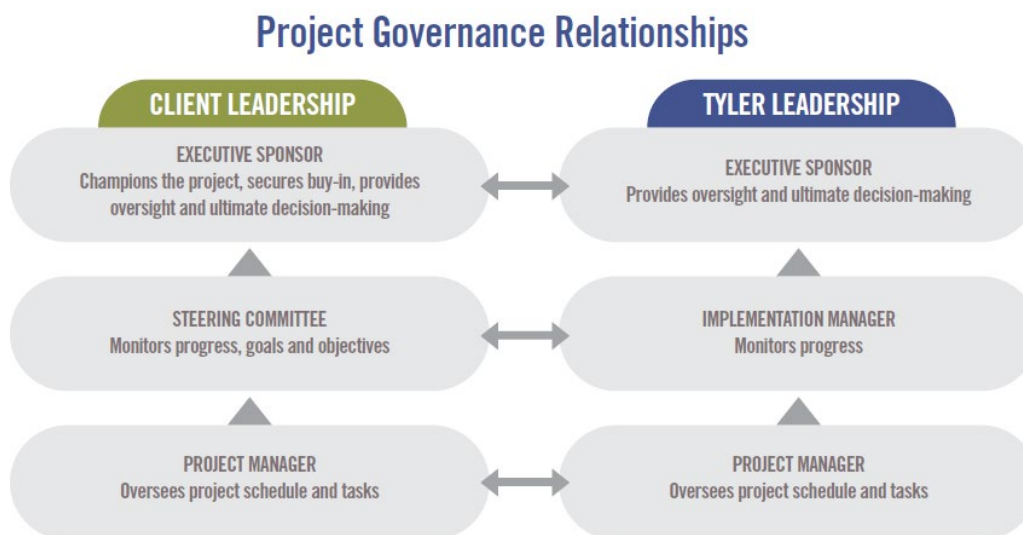
Part 2: Project Foundation

2. Project Governance

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

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

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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

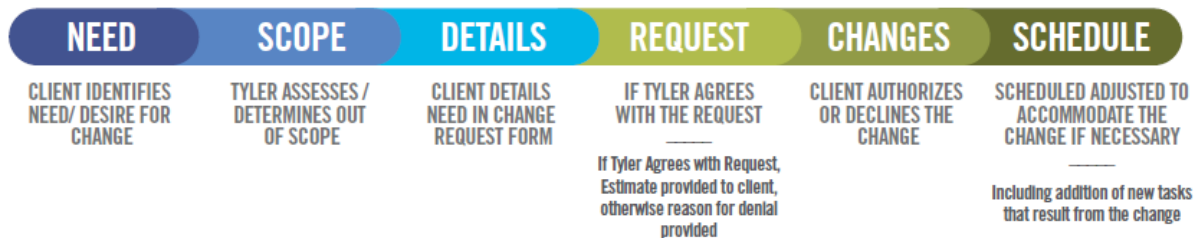
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the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

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

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

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

Change Request Process



4. Acceptance Process

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

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

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

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

- The Client shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Client does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Client does not agree the particular Deliverable or Control Point meets requirements, the Client shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Client shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Client does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Sponsor

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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

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

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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

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

5.1.7 Tyler SaaS Technicians

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

5.1.8 Tyler Data Experts

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

5.1.9 Tyler Modification Services

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

5.1.10 Tyler API Services

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

5.2 Client Roles & Responsibilities

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

5.2.1 Client Executive Sponsor

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

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

5.2.2 Client Steering Committee

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

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

5.2.3 Client Project Manager

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

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Client and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Client staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

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

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

5.2.4 Client Functional Leads

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

5.2.5 Client Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Client business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.

- Provide knowledge transfer to Client staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Client End Users

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

5.2.7 Client Technical Lead

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

5.2.7.1 Client GIS

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

5.2.7.2 Client Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Client's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Client and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Client Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.

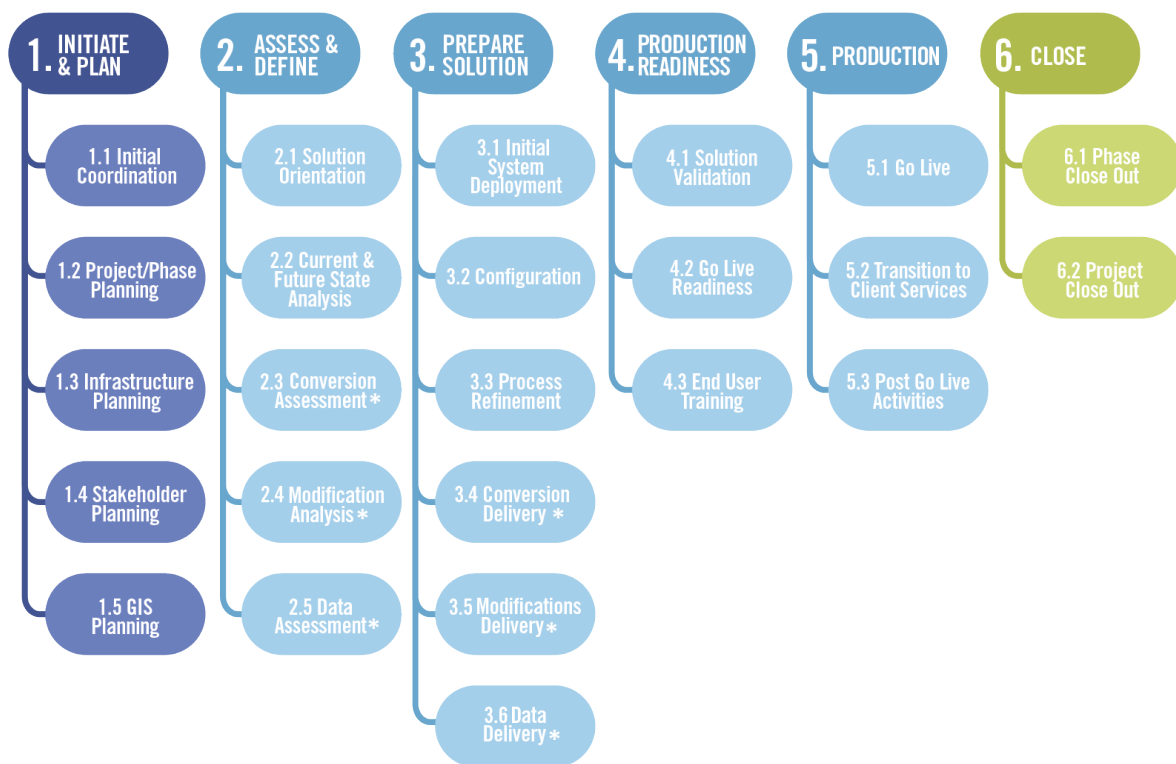
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production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

Part 3: Project Stages

6. Work Breakdown Structure

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

Work Breakdown Structure (WBS)



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

6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

STAGE 1	Initial Coordination														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Tyler project team is assigned	A	R	C	I	I	I	I	I	I		I				
Client project team is assigned									A	I	R	I	I	I	
Provide initial project documents to Client		A	R	C			C		I		I				
Gather preliminary information requested			I						A		R	C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I				
Create Project Portal to store project artifacts and facilitate communication		A	R								I				

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

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

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

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

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

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

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

Objectives:

- Ensure Client's infrastructure meets Tyler's application requirements.
- Ensure Client's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

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

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

Work package assumptions:

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

6.1.4 Stakeholder Meeting

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

Objectives:

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

STAGE 1	Stakeholder Meeting	
	Tyler	Client

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

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 GIS Preparation

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

Objectives:

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

STAGE 1	GIS Preparation	
	Tyler	Client

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

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

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

Work package assumptions:

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

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

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

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

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

Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document
--	----------------------

Work package assumptions:

- Client attendees possess sufficient knowledge and authority to make future state decisions.
- Client is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

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

Objectives:

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

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

6.2.4 Modification Analysis

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

Objectives:

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

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

documents for each modification																	
Review/Approve Business Requirements documents			C	C		C			A		R	C		C			
Refine project schedule based on included modifications		A	R		I	C					C						

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

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

Work package assumptions:

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

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

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

Assess & Define Stage Deliverables:

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

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			A				R				I						C
			A				R				I						C
			I				C				A						R
			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Client will provide network access for Tyler modules, printers, and Internet access to all applicable Client and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Client to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Client collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Client SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

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

STAGE 3	Process Refinement														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Conduct process training			A	R							I	C	I	C	
Confirm process decisions			I	C						A	R	C	I	C	
Test configuration			I	C							A	R		C	
Refine configuration (Client Responsible)			A	R							I	I		I	
Refine configuration (Tyler Responsible)			I	C							A	R		C	
Validate interface process and results			I	C			C				A	R		C	C

Update client-specific process documentation (if applicable)			I	C								A	R		C			
Updates to Solution Validation testing plan			C	C								A	R		C			C

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

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

Work package assumptions:

- None

6.3.4 Conversion Delivery

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

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



Objectives:

- Data is ready for production (Conversion).

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

reconcile to source system															
-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	
	Data Conversion Plan
	Configuration

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

Work package assumptions:

- The Client will provide a single file layout per source system as identified in the investment summary.
- The Client subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Client project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Modifications Delivery

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

Objectives:

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

STAGE 3	Modifications Delivery																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads

Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

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

Work package assumptions:

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

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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

6.4.1 Solution Validation

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

Objectives:

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

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

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

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

Work package assumptions:

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

6.4.2 Go-Live Readiness

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

Objectives:

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

STAGE 4	Go-Live Readiness																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None

6.4.3 End User Training

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

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

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client

specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

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

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

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

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

Work package assumptions:

- The Client project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Client as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Client departments.
- Client will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

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

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

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

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

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

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

Work package assumptions:

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

6.5.2 Transition to Client Services

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

Objectives:

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

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

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Client transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Client for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Client teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

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

Inputs	Contract
	Statement of Work
	Project artifacts

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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

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

	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

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

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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

- Implementation of new software may require changes to existing processes, both business and technical, requiring Client to make process changes.
- Client is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

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

7.3 Resources and Scheduling

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

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Client is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Client representatives to identify business rules before writing the conversion. Client must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).

- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Client Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

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

8. Glossary

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

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or

	process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

9. Conversion

9.1 A&T Conversion Summary

9.1.1 Appraisal Standard Conversion

- Property Information: property identifiers, situs address, legal description, neighborhood, property flags, property comments
- Party Information (i.e. owners, lenders, agents, builders, etc.): party identifiers, party name, additional names, mailing addresses, phone numbers, email addresses
- Property Types: residential, land, commercial, personal, mobile home
- Current year as well as previous 4 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files
- Current year as well as previous 4 years unless a minimum number of years is mandated by state legislation: property level valuation results (summary)/assessments/exemptions
- Sketch vectors
- Sales/Transfers: party, ownership percentage, sale date, deed date, sale price, sale type, validity, book, page, instrument number, instrument type, additional properties, price confirmations, price adjustments, secure, custom fields
- Permits: permit number, type, status, amount, builders/contractors, issue date, limit date, agency, percent complete, comment, custom fields
- Appeals: level, year, date, status, case number, appellant info, scheduling info, results, custom fields
- System User Info: user IDs, names, rights/roles
- Current year as well as previous 4 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files



Exhibit E
CAMA Requirements

Appendix B, CAMA Requirements, set forth in Tyler's Proposal to the Client, dated March 10, 2021, for Real Property Reassessment is incorporated herein by reference as if fully set forth herein.