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Moraine, Ohio 45439

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April 11, 2018

Mr. Calvin Hicks, Jr.  
Chief Appraiser  
Property Appraisal Department  
120 W Trinity Place  
Decatur, GA 30030

**Letter of Agreement**  
**CRM #: 5979509**

Based on Appendix A-Scope of Services for DeKalb County, GA, Tyler Technologies, Inc. agrees to the following proposed scope of work as detailed in the attached requirements section.

DeKalb County has requested assistance with their Commercial MVP Conversion Effort.

**2018-2020 Tax Years/NTE \$75,000.00 per calendar year**

Off-site: \$185.00 per hour/DBA \$195.00 per hour

On-site: \$1760.00 per day + Travel Expenses (3-2-day Trips)

Estimated off-site up to 288hrs (\$53,520.00)

Estimated on-site up to 6 days (\$10,560.00 + Travel Expenses)

**Total Cost for this effort is NTE \$75,000.00**

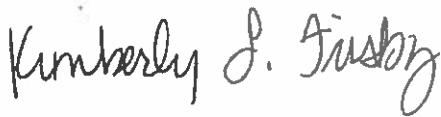
If you are satisfied with this estimate and would like to have Tyler Technologies provide the services mentioned above, please sign the e-mailed/faxed copy where indicated and return by e-mail/fax as soon as possible so that we may schedule the work.

Tyler will invoice the work quarterly. Upon completion, Tyler will forward a Client Acknowledgment/Sign-Off form to the County. If Tyler Technologies has not received an executed copy within thirty (30) days, we shall deem the work as acceptable.

DeKalb County, GA  
April 11, 2018  
CRM #5979509  
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If you have any questions regarding the attached estimate, please feel free to call (800-800-2581), or email me at [kim.frisby@tylertech.com](mailto:kim.frisby@tylertech.com).

Sincerely,



Kimberly L. Frisby  
Vice President Support Services

KLF:clw:krs

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I concur with and do hereby accept the terms and conditions of this Letter of Agreement.

DeKalb County, GA

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

# Estimate

## Commercial MVP Conversion Effort

**Client:** DeKalb County, GA  
**CRM #:** 5979509  
**Date:** 4/9/18  
**Summary:** Conversion of County's Commercial Main Building Data to use the Corelogic Marshall & Swift MVP Valuation Tables.

### Description

The following chart outlines the proposed Tyler effort associated with the conversion of the county's commercial main building data to use the Corelogic Marshall and Swift MVP Valuation Tables.

In addition to the effort indicated below the County will also need to add the commercial MVP licensing to the annual support. The annual license fee is based upon the number of commercial improvements (main buildings) which the County has in its database each year.

### Assumptions

This proposal assumes that the County is well versed in the Marshall and Swift Commercial Cost Manual. Other than some familiarization with the commercial MVP transactions in iasWorld the County should need very little training / guidance to start working with the converted data.

Also, the proposed effort assumes active County engagement in various project activities including, but not limited to:

- 1) the conversion mapping (determination / review of the applicable mappings of existing building classifications (structure types, use types codes, quality grades, construction types, etc.) to the applicable M&S classifications (occupancy codes, quality rankings, building classes, etc.)
- 2) review of resulting values and variances
- 3) evaluation of underlying valuation issues and determination of appropriate solutions for depreciation and other value adjustments
- 4) review of applicable changes needed for switching existing income models from current use type code based assignments to occupancy code based assignments

When	Task	Tyler Effort (hours)
August	Formalize plan and schedule; may want to meet on-site and work through some of the early details to get county jumpstarted on conversion mapping and other investigations	20
August	Also need to identify the criteria used to evaluate the outcomes of the mapping, conversion, e.g. comparison to current overrides, comparison to sales, consideration of income values, etc.	16
September	Set up site at Tyler for conversion; obtain exports of County data	20
September	Install and test recent commercial MVP on the site	12
September	Engage County staff in working initial mapping of target structure and use type codes for use in conversion	16
October - November	County should be considering issues to be addressed in parallel, i.e. depreciation, commercial neighborhoods, land values, income valuation considerations	16
October	Develop and test conversion routines	48
November - December	Test and tweak the conversion routines	32
November - December	Touch base on results (on-site meeting)	20
December - February	Look at parallel investigations, e.g. depreciation adjustments, neighborhood factors, possible income models, etc.	20
December	Install and test recent commercial MVP on the County test site; including configuration of transactions for commercial MVP	20

January 1 2019	M&S commercial MVP licensing in place (cost not included)	
January - February	County testing and preparation for move to production	20
February 2019	MVP migration to production (need to determine level of Tyler support needed.)	24
March - June 2019	Post-production cutover support	24
Ongoing	Project management	28
	<b>TOTAL HOURS</b>	<b>336</b>
<b>288</b>	Off-site hours at \$185 per hour (DBA \$195/hour)	\$53,520.00
<b>48</b>	On-site days at \$1760/day plus expenses (3 two-day trips with expenses estimated at \$1,000 per trip)	\$13,560.00
<b>336</b>	<b>Total</b>	<b>\$67,080.00</b>
	Contingency	\$7,920.00
	<b>Total "not to exceed"</b>	<b>\$75,000.00</b>

## Approach

To facilitate development and testing of the conversion routines Tyler would establish a test database on one of its own servers. MVP would be installed on this site for valuation testing of the converted data during the development/testing phase of the project. The County would provide an export of the necessary data to create the site and test the conversion.

Queries would be run against the MVP valuation results for the converted data to provide the County with information to evaluate the effects of the conversion mappings and facilitate review/adjustment of those mappings to improve the conversion result.

As the conversion mappings and associated programming are finalized preparations will be made for moving the process to DeKalb for finalization of the conversion on the County test site where County staff will be able to do further hands on testing and adjustments before MVP is implemented for the production environment and conversion of commercial data for the upcoming digest is completed.

**TYLER TECHNOLOGIES, INC.  
APPRAISAL & TAX DIVISION  
TERMS & CONDITIONS**

**INSURANCE & INDEMNIFICATION**

Except as provided below, the Company agrees to defend and save harmless the Client, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the Client is free from negligence on the part of itself, its employees and agents.

The Client agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the Client to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Georgia and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the Client, Certificates of Insurance shall be supplied to the Client by the Company detailing the above coverage. A carrier authorized to do business within the State of Georgia will issue these certificates.

**GOVERNING LAW**

This Agreement shall be interpreted under the substantive law of the State of Georgia, as it existed and was interpreted on the effective date of this Agreement. In the event that the laws of the State of Georgia change, so as to create additional work for the Company not provided for in this Agreement, the Client shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

**FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

**TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of termination or suspension, the Company shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates) for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

**NON-SOLICITATION**

During the Period of Agreement and for a period of six months following the project completion date, the Client will not solicit for employment or hire any Company employee without the express written consent of the Company.

**ADDITIONAL COMPENSATION**

Additional compensation that may be due the Company as the result of services requested by the Client that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

**COMPANY RIGHT TO STOP WORK FOR NON-PAYMENT**

Payment of billings is due within thirty (30) days after the date of each billing. Failure of the Client to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

**ENTIRE AGREEMENT**

This Agreement represents the entire agreement of Client and the Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or statutory. The Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the Client.