



SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client has issued a RFP for assessment and revaluation services; and

WHEREAS, Tyler submitted a proposal in response to said RFP dated May 22, 2017 to perform services to fulfill the needs of the Client ("Proposal");

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Services Agreement.
- **"Client"** means the City of West Allis, Wisconsin with its principal office at 7525 W. Greenfield Avenue, West Allis, WI 53214.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – PROFESSIONAL SERVICES

1. Services. We will provide you the professional services, consistent with industry standards, as described in the Statement of Work attached hereto as Exhibit C.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in Exhibit A – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with



industry standards and the specifications described in the Statement of Work – Exhibit C.

4. Site Access and Requirements. You agree to provide us with full and free access to your personnel as may be reasonably necessary for us to provide services, subject to any reasonable security protocols or other written policies provided to us.
5. Client Assistance. You acknowledge that the services we provide under this Agreement is a cooperative process which may 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 the services. This cooperation includes at least working with us to schedule the services you have contracted for and performing the Client responsibilities described in Exhibit D attached hereto. 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).
6. Change in Legal Requirements. 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, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with 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. 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 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.
3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through July 31, 2019. . This Agreement may be renewed upon written mutual agreement of the parties.
2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause 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 G(2). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

1.1 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 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.

1.2 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.

2. **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.**
3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF**

CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1) ABOVE.

4. **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.
5. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional 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. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, 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.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
4. 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.

5. 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. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
10. 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
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. 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.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt 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.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Non-Solicitation. During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, you will not (i) solicit for employment, or (ii) hire, any employee of ours without our express written consent.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

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. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Statement of Work |
| Exhibit D | Client Responsibilities |

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.
Appraisal & Tax Division

City of West Allis, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: David J. Johnson,
President CLT Appraisal Services

Address for Notices:

City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214



Investment Summary

The following Investment Summary details the services to be delivered by Tyler Technologies, Inc. to Client under this Services Agreement. This Investment Summary is effective as of the August 1, 2017. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

The Client shall pay Tyler a fee of **NINETY-EIGHT THOUSAND DOLLARS (\$98,000)** for the period of August 1, 2017 through July 31, 2018 for services outlined in Section I and Section II of the Statement of Work – Exhibit C.

The Client shall pay Tyler a fee of **ONE HUNDRED THOUSAND FIVE HUNDRED DOLLARS (\$100,500)** for the period of August 1, 2018 through July 31, 2019 for services outlined in Section I and Section II of the Statement of Work – Exhibit C.

The parties agree that the above listed fees may be amended, pursuant to Section F(11) of the Agreement, based on the level of Client's participation in the services outlined in Section I and Section II of the Statement of Work – Exhibit C.

The Client shall pay Tyler a fee of **ONE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$183,500)** to complete the services outlined in Section III and Section IV of the Statement of Work – Exhibit C for all commercial properties for the period of August 1, 2017 through July 31, 2019 with the revaluation of all commercial properties conducted as of January 1, 2019.

Additional Services: In the event Client requests Tyler to perform one (1) additional day of on-site assistance to complete the annual assessment work, as set forth in the Statement of Work – Exhibit C. Tyler shall provide said services for **NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$19,600)**.



Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the services set forth in the Investment Summary and Statement of Work. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

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

1. **Professional Services.**

- 1.1 For the services to be provided under Section I and Section II of the Statement of Work – Exhibit C, Tyler will invoice the Client on a monthly basis in an amount equal to one twelfth of the annual fee in each assessment year as described in the Investment Summary.
- 1.2 For the services to be provided under Section III and Section IV of the Statement of Work – Exhibit C, Tyler will invoice the Client on a monthly basis in an amount equal to one twenty-fourth of the fee as described in the Investment Summary for the period of August 1, 2017 through July 31, 2019.
- 1.3 All additional professional services other than the services described in Statement of Work - Exhibit C, including litigation support, which are requested by Client and performed under this Agreement will be invoiced monthly as performed.

2. **Expenses.** The service fees in the Investment Summary include travel expenses.

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:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating Account



Statement of Work

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your Services Agreement. This Statement of Work is effective as of August 1, 2017. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

ANNUAL ASSESSOR SERVICES TO BE PROVIDED

SECTION I. General Provisions

- 1.0 Tyler will assist in the completion of various assessment duties as agreed to by Tyler and the Client in order to complete the assessment roll annually in a timely manner. Tyler staff shall assume the role of a quasi-Client employee and shall report to the Assessor.
- 2.0 Office Hours - Tyler shall be on-site an average of sixteen (16) hours per week in order to maintain communication with Client staff and to work assigned activities in order to complete the assessment roll in a timely manner. These on-site hours are separate from the additional hours needed to complete various activities throughout the assessment year.
- 3.0 Staff Supervision - Tyler shall name a project supervisor to provide supervisory guidance and training to current and future Client staff in order to complete the assessment roll in a timely and accurate manner.

SECTION II. Assessment Duties

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

- 1.0 Tyler shall be on-site an average of sixteen (16) hours per week in order to maintain communication with Client staff and to work assigned activities in order to complete the assessment roll in a timely manner. These on-site hours are separate from the additional hours needed to complete various activities throughout the assessment year.
- 2.0 Tyler shall assist in all assessment-related clerical duties and customer service as directed by the Assessor during regularly scheduled on-site hours.
- 3.0 Tyler will assist in the field review and assessment of all properties that were under partial construction as of January 1st of the previous year.
- 4.0 Tyler will assist in the field review and assessment of new construction as of January 1st of the current year.
- 5.0 Tyler will assist in the performance of interior inspections on all newly constructed buildings, partially constructed buildings from the previous year, any interior remodeling, additions and demolitions.
- 6.0 Tyler will assist in the field visit and measurement of all properties with building permits for



exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits.

- 7.0 Tyler will assist in the accounting of all buildings destroyed or demolished.
- 8.0 Tyler will assist in taking digital photographs of new construction on or about January 1st annually, and also during the review process, if needed.
- 9.0 Tyler will assist in the field review, as deemed necessary, for properties that have been sold, for which a building permit has not been issued.
- 10.0 Tyler will be diligent in discovering and assessing all personal property. Tyler will assist in the field visits of all personal property accounts annually to discover new accounts and account for businesses that may have closed prior to the assessment year. Tyler will cross reference personal property account with the corresponding real property and parcel numbers.
- 11.0 Tyler will assist with the mailing of State approved Personal Property Forms to all holders of personal property in the City of West Allis, Wisconsin by January 15th of each year, audit the returned forms, and place the new values in the assessment roll.
- 12.0 Tyler will assist in the collection of the name and address of each personal property contact person, separate from the business name. Tyler shall keep on file in the office a doornage listing prior to open book review.
- 13.0 Tyler will assist in maintaining and annually updating property owner lists, with current name and address changes.
- 14.0 Tyler will assist in validating sales and providing assessment data through the Department of Revenue PAD System, and recording of sales information to property record cards electronically.
- 15.0 Tyler will assist in annually updating all property owner information with new legal descriptions electronically.
- 16.0 Tyler will assist with the mailing of Notice of Assessment to property owners and others as required by Wisconsin Statute.
- 17.0 Tyler will attend all Board of Review hearings, assist Client staff as needed at the hearings and defend valuations and work products. Tyler will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved.
- 18.0 Tyler will assist in valuing all mobile homes in parks as required by Wisconsin Statute.
- 19.0 All assessment files and records created and data collected by Tyler shall remain the property of the Client. Records removed for work in progress shall be returned to the Client offices immediately upon completion of that work.
- 20.0 Tyler shall communicate openly and in a timely manner with the Assessor and other proper Client personnel and the public regarding assessment matters.
- 21.0 Tyler shall present a positive, professional image in both dress and conduct while interfacing with Client staff and the public.
- 22.0 All assessment personnel shall carry proper photo identification provided by the Client to assure the public of their identity and purpose for gaining access to private property.
- 23.0 All personnel providing services requiring Wisconsin Department of Revenue Certifications shall

be actively certified and in compliance with Wisconsin Statute Chapter 73.09 as prescribed in the Wisconsin Property Assessment Manual.

- 24.0 Tyler shall review any complaint relative to the conduct of his/her employee(s). If the Client deems the performance of any of Tyler's employees to be unsatisfactory, Tyler shall remove such employee(s) from working for the Client upon written request from the Client.
- 25.0 Tyler shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this contract. Disclosure of this or any appraisal information to any individual, firm, or corporation other than appropriate public officials or their authorized agents is expressly prohibited.

SECTION III. Commercial Data Collection Including Interior Inspections

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

- 1.0 Tyler shall visit one third of the improved, commercial properties each year between 2017 and 2019 to attempt an interior inspection and measure and record exterior data.
- 2.0 Letters of introduction will be mailed to each owner that Tyler visits at least five (5) days prior to attempting the interior inspection. The Client shall be responsible for the cost of materials and postage for the mailing of said letters.
- 3.0 Tyler will make the first call to each commercial property unannounced. Should the property owner or responsible adult not be at the business, Tyler will leave a doorhanger with instructions to call the Assessor's Office in order to arrange for an appointment.
- 4.0 Tyler shall record the day of the visit and work with assessment staff to mail reminder letters to property owners that do not respond to the first request for an interior inspection.
- 5.0 Tyler shall provide Client staff with available days and times for appointments for interior inspections.
- 6.0 Tyler shall accumulate a list of properties that did not respond to the doorhanger request nor the reminder letter and work with Client staff to send a certified letter requesting an interior inspection to those owners.
- 7.0 Tyler shall enter and record all data changes resulting from the interior and exterior inspection into the Market Drive software including but not limited to:
 - a. Exterior building characteristics such as exterior wall, condition and street or corner influence.
 - b. Interior use types and square footage for different use types such as office and warehouse square footage and retail and apartment square footage.
 - c. Day and date of field visit and/or interior inspection.
 - d. Electronic sketch
 - e. New digital image as taken at time of initial visit
 - f. Condition ratings
- 8.0 Tyler shall complete a list of completed interior inspections and a list of those that did not respond to the request and provide said list to the Client annually.

SECTION IV. Commercial Revaluation

1.0 PUBLIC RELATIONS



This section describes the public relations program that Tyler will provide as part of the Agreement:

During the progress of the work, Tyler will endeavor to promote understanding and amicable relations with the property owners and public. Tyler shall furnish speakers and shall arrange speaking appearances before periodic meetings so that the purposes, methods and procedures of the revaluation program may be explained to as large a representative group of property owners as possible, upon request by the Client.

Tyler shall work to maintain the full cooperation of all property owners by treating each inquiry with courtesy and supplying all possible necessary information to every interested property owner; however, each field appraiser/lister will be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings. Tyler shall submit a public relations plan for approval by the Client upon request.

2.0 VALUATION ESTIMATES

Tyler shall work with the Assessor to determine valuation estimates requested by the Department of Revenue Supervisor of Equalization, should the Final Report and Assessment Roll not be completed by the 2nd Monday in June.

3.0 QUALITY AND PROGRESS CONTROL

This section provides Tyler's guidelines for quality control and progress reporting needed for the revaluation of the Client.

Throughout the revaluation, at the request of the Client, Tyler shall periodically batch record cards, computer generated output and submit them to the Client at the following intervals:

- a. Completion of field work.
- b. Completion of land value analysis.
- c. Completion of cost approach calculations/cost review.
- d. Completion of income approach.
- e. Completion of final review.

As mutually agreed, the Client shall return the batched record cards promptly so that delays in the progress of the revaluation do not occur. Errors and/or omissions if found shall be returned to the project supervisor for correction. Tyler agrees to meet monthly with Assessor or his/her designee to discuss areas of work such as, but not limited to progress, quality of work, procedures, valuations and problems.

4.0 MISCELLANEOUS TERMS AND CONDITIONS

This section addresses general terms and conditions that are required to complete a successful revaluation program:

4.1 Confidentiality of Information

Tyler shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement. Disclosure of this or any appraisal information to any individual, firm, or corporation, other than appropriate public officials or their authorized agents is expressly prohibited and constitutes a material breach of this Agreement.

5.0 TECHNICAL ENVIRONMENT

Tyler will use the Client's Market Drive software as a base for the work performed under this Agreement.

6.0 CONFORMANCE TO STATUTES

All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of the Agreement.

7.0 PERSONNEL

7.1 Staff

Tyler will provide trained personnel currently certified in compliance with Wisconsin statutes and administrative rules of the Department of Revenue. The Client will have final approval on project personnel who are assigned to work on the revaluation of the Client.

7.2 Staff Requirements

The Client shall reserve the right to prohibit an employee of Tyler from participation in the revaluation. Tyler shall review any complaint relative to the conduct of its employee(s). If the Client deems the performance of any of the employees to be unsatisfactory, Tyler shall remove such employee(s) from work upon written request from the Client, such request stating reasons for removal.

The Client shall supply all Tyler staff with identification cards containing a photograph of the employee as well as other information deemed necessary by Client.

7.3 Project Supervision

Tyler shall designate a qualified and responsible employee to supervise the operation of Tyler's staff for the entire project. The individual designated, shall be approved by the Client, and as such shall make himself/herself available to the Client for consultation throughout the project. Should the project supervisor be reassigned, that person shall be replaced by an equally qualified individual.

8.0 ASSESSMENT MANUAL

Tyler shall make all assessments in accordance with the Wisconsin Property Assessment Manual.

9.0 APPROACHES TO VALUE

9.1 Type of Approach

Tyler shall consider the cost, market, and income approaches in the valuation of all vacant and improved commercial parcels of property.

9.2 Sales Analysis

Tyler shall analyze sales data and secure and analyze sales data on its own in order to become familiar with prevailing market conditions, activity, and specific transactions which may be utilized in determining the market value of competitive properties throughout the Client.

9.3 Income Analysis

In valuing income-producing properties, the appraiser shall collect information from owners,

tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for each type of property, typical vacancy rates, and typical operating expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels, this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the Client.

10.0 DATA FOR EVALUATION

Tyler shall gather and analyze market value data including, but not limited to sales, lease data, rentals, rates of return, operating statements, vacancy factors and construction costs for use in determining property valuation standards pursuant to Section 70.32 of the Wisconsin Statutes. Data gathered will either be noted on the property record cards or contained within supplements to the record cards.

11.0 NEIGHBORHOOD DELINEATION

Tyler shall update existing neighborhood delineation for the entire Client record the appropriate neighborhood number in Market Drive. This information will be forwarded to the Client's GIS Department for the production of a neighborhood map.

12.0 IMPROVEMENT VALUATION

Tyler proposes to follow the guidelines listed below in determining improvement revaluation:

12.1 Valuation Approach

Tyler shall value improvements in accordance with the Wisconsin Property Assessment Manual. The three (3) industry-recognized approaches to value; i.e., market, cost and income, shall be considered by Tyler for all commercial parcels.

13.0 LAND VALUATION

Tyler shall provide the following approach to the revaluation of land characteristics:

13.1 Basic Unit Values

Basic unit values shall be determined for commercial lands from an analysis of sales, rents, leases and other available market data. In the analysis of market data, adequate records will be prepared showing data collected and unit value determinations. Such records shall be left with the Client. Having determined basic unit values, Tyler shall apply such to each parcel, making adjustments to account for particular characteristics of the site as required in the assessment software.

13.2 Land Tables

A copy of all charts, schedules and tables not previously referred to and used in the valuation of lands shall be left with the Client.

14.0 FINAL REVIEW

Prior to open book conference, Tyler will make a final review of each property. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels.

For commercial properties where a determination of value has been made via the income approach, the value shall be reviewed at this time to make the proper correlation of values between the cost, market and income. The review will cover each parcel so as to eliminate errors in computations that may have occurred, to ensure uniformity in record card and form completion by various personnel to verify building classification and depreciation estimates regarding physical, functional, and economic obsolescence and to be sure that all lands and improvements are properly accounted for. The final review will account and adjust for factors that may have a direct bearing on the market value and/or equitable relationship to other properties.

15.0 CLIENT TO REVIEW ASSESSMENTS

The Client may request to review the new assessed values prior to sending notices of assessment and open book conferences. Such review may include property record cards and all other material prepared for the revaluation.

16.0 NOTICE OF ASSESSMENT

The Client will prepare and send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be that prescribed or approved by the Department of Revenue. Expenses related to the notices shall be the responsibility of the Client.

17.0 OPEN BOOK CONFERENCE

Upon completion of the Client's review of assessments and prior to the completion of the assessment rolls, Tyler shall provide staff to hold open book conferences for the purpose of enabling commercial property owners or their agents to review and compare the assessed values.

A sufficient number of qualified Tyler personnel, approved by the Client, will be available to conduct open book conferences, Monday through Friday, at a place designated by the Client. The open book conferences will be held in an orderly manner with the least confusion to the property owner. Conferences on an appointment basis are the preferred method to attain this result. The Client and the Tyler shall mutually agree upon the date and hours of conferences to ensure that all commercial property owners have an equal opportunity to review their assessment. Hearing time shall include evening hours. Open book conferences will be held within the completion date specified by the Client.

18.0 COMPLETION OF ASSESSMENT ROLL

Tyler and the Client shall work together in proper completion of the assessment roll in accordance with the current statutes. Final assessment figures for each property shall be provided by Tyler to the Client and the roll shall be totaled.

19.0 BOARD OF REVIEW

Tyler staff will attend meetings of the Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to such values. In the event of appeal to the Department of Revenue or the courts, it is agreed that Tyler shall be available upon request from the Client to furnish testimony in defense of the values established by the revaluation in all cases which might be filed within one (1) year of the completion date specified for the revaluation.

20.0 GENERAL PROVISIONS

Tyler may begin work on or before October 1st of each year preceding the assessment year.

Tyler will complete all work under this Agreement not later than May 1st of each assessment year, with the exception of Open Book, Board of Review support, and necessary subsequent appearances in relation to the Board of Review appeals. The Assessor may extend the due date for the Board of Review for one (1) period of thirty (30) calendar days for sufficient reason, without penalty, upon written request from Tyler. The City Council may extend the due date for Board of Review for a second thirty (30) day period. Such request shall provide documentation for the reasons of the extension of the due date.

Failure to complete the annual Board of Review by the dates outlined above, or by the two (2) extension periods described in the paragraph above, will be cause for penalty payment by Tyler in the amount of ONE HUNDRED DOLLARS (\$100.00) per day beyond the completion date, Saturdays, Sundays and Holidays excluded. Such penalty shall be deducted from the contract sum owed Tyler. Tyler will not be liable for failure to meet any deadlines when such failure is due to Force Majeure or to the failure by Client personnel to provide the cooperation and assistance (either through action or omission) for which Client is responsible as described in the Agreement.

20.1 Contract Deliverables

Within fourteen (14) days of the final adjournment of the Board of Review, Tyler shall turn over to the Client all records prepared for the revaluation including, but not limited to, computer generated output, maps, and any other scheduled or forms, (b) all records and materials obtained and not previously returned to include maps, plans, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Client to include copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.



Client Responsibilities

The following Client Responsibilities details the responsibilities of the Client under your Services Agreement. These Client Responsibilities are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

SUPPORT OF ASSESSMENT SERVICE BY THE CLIENT

A. Office Space

The Client shall provide, at no cost to Tyler, suitable office space to allow Tyler to perform the functions related to property assessment.

B. Computer Services

The Client shall be responsible for ensuring Tyler has access to its Market Drive assessment software including all data screens, the ability to update and maintain valuation tables, batch cost and income value processes and reporting functions. There may be a need on occasion for access to two workstations.

C. Maps

The Client shall provide one (1) set of plat maps to Tyler.

D. Property Records

The Client shall make available the most current sketch for Tyler staff to take to the field for data collection.