CITY OF DOVER, DELAWARE
COUNCIL COMMITTEE OF THE WHOLE MEETING
Tuesday, April 27, 2021 at 6:00 PM

Virtual via WebEx

AGENDA

Public comments are welcomed on any item and will be permitted at the appropriate time. When possible, please notify the City Clerk (736-7008 or email at cityclerk@dover.de.us) should you wish to be recognized.

VIRTUAL MEETING NOTICE

This meeting will be held electronically. Public participation information is as follows:

Dial: 1-408-418-9388
Link: https://rb.gy/sdcvjz
Event number: 129 010 4672
Event password: DOVER (if needed)

If you are new to WebEx, get the app now at https://www.webex.com/ to be ready when the meeting starts.

CALL THE COUNCIL COMMITTEE OF THE WHOLE MEETING TO ORDER

UTILITY COMMITTEE

ADOPTION OF THE AGENDA

ACTIONABLE ITEMS

1. **Annexation Request - 115 Fox Hall Drive, Owned by Edward C. And Joan N. Larrivee**

ADJOURNMENT OF THE UTILITY COMMITTEE

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

ADOPTION OF THE AGENDA

ACTIONABLE ITEMS

2. **Memorandum of Understanding (MOU) and Proprietary Information Exchange Agreement - Lights-On Dover Strong Campaign (HELP Initiative, Inc.)**

   (Staff recommendation: Authorizing the Mayor to sign the MOU and Proprietary Information Exchange Agreement and to submit a Letter of Support)

3. **Tyler Technologies Addendum for Support Services**

   (Staff recommendation: Approval of the Tyler Technology Support Agreement Addendum)

ADJOURNMENT OF THE LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

SAFETY ADVISORY AND TRANSPORTATION COMMITTEE

ADOPTION OF THE AGENDA

INFORMATIONAL ITEMS

4. **Community Update** (Ms. Lachelle Paul, Criminal Justice Committee Chair, National Association for the Advancement of Colored People (NAACP) Delaware State Conference of Branches)

ADJOURNMENT OF THE SAFETY ADVISORY AND TRANSPORTATION COMMITTEE

ADJOURNMENT OF THE COUNCIL COMMITTEE OF THE WHOLE MEETING

THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. PURSUANT TO 29 DEL. C. §10004(e)(2), THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS, WHICH ARISE AT THE TIME OF THE MEETING

PETITION TO ANNEX AND REZONE PROPERTY
Before the Dover City Council Committee of the Whole – Utility Committee
April 27, 2021

File Number:	AX-21-02
Ordinance Number:	2021-08
Applicants:	Edward C. and Joan Larrivee
Owner of Record:	Edward C. and Joan Larrivee
Property Address:	115 Fox Hall Drive, Dover DE
Tax Parcel ID #:	ED-00-076.05-01-01.00-000
Lot Size:	1.131 acres (47,916 SF)
Present Zoning:	RS-1 (Residential Single Family Zone)
Proposed Zoning:	R-20 (One Family Residence Zone)
Comprehensive Plan Designation:	Category 1: High Priority Annexation Areas
Comprehensive Plan Land Use Designation:	Residential Low Density
Present Use:	Single Family Dwelling
Proposed Use:	Single Family Dwelling
Utility Availability:	Public Works: Fox Hall Drive is not a City of Dover maintained street. City of Dover Trash Collection would be made available. Water and Sanitary Sewer: 115 Fox Hall Drive is not currently served by City of Dover Water or Sanitary Sewer. Water and Sanitary Sewer are available to this property. Installation of utilities may require DelDOT approval. The property owner is responsible for any and all costs associated with extending and providing service to the proposed property, which may include tapping the sanitary sewer and water mains, connection to the

house for both utilities, purchasing a water meter and pit, paying impact fees and obtaining permits.

Electric: 115 Fox Hall Drive is currently served by City of Dover Electric.

Staff Recommendation: Public Works: No objection to the annexation

Water and Sanitary Sewer: No objection to the annexation.

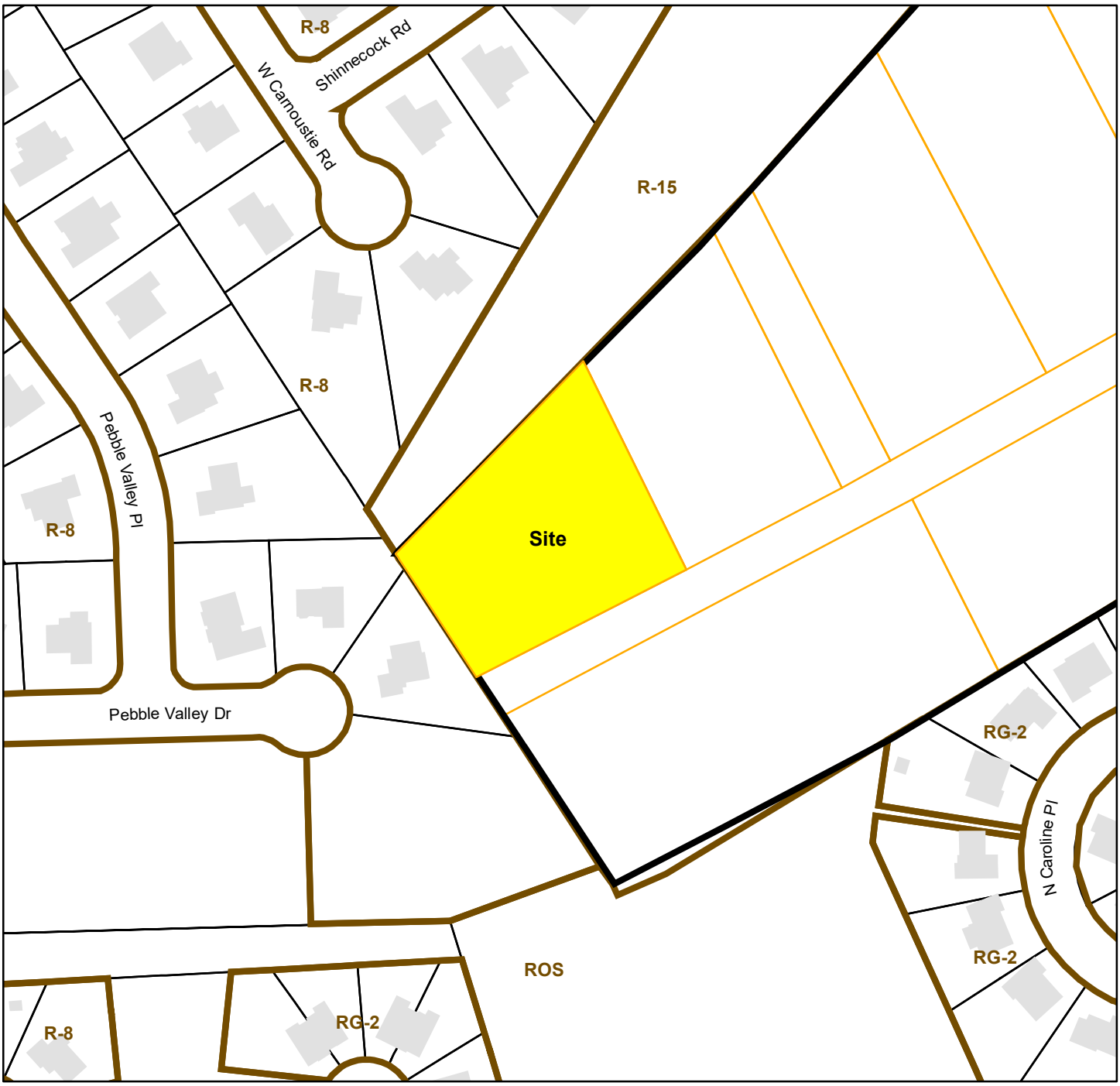
Electric: 115 Fox Hall Drive is currently served by City of Dover Electric.

Attachments: Annexation Map Exhibit AX-21-02

City of Dover

Department of Planning & Inspections

Application No.: AX-21-02



Tile: Lands of Edward C. and Joan Larrivee
Ordinance #: 2021-08
Addresses: 115 Fox Hall Drive
Parcel ID: ED-00-076.05-01-01.00-000
Existing Zoning: RS-1 Residential Single Family Zone
Proposed Zoning: R-20 One Family Residence Zone
Owner: Edward C. and Joan Larrivee
Date: 03/26/2021

0 100 200 400 Feet

N W E S

Legend

- Subject Property
- Dover Boundary
- Zoning
- Dover Parcels
- Kent County Parcels
- SWPOZ Tier 3

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MEMORANDUM OF UNDERSTANDING), entered into on ____ _____ (effective date), by and between HELP Initiative, Inc. residing at 101 W. Loockerman, Suite1B, Dover Delaware 19904, hereinafter referred to as the "HELP," and City of Dover located at 15 Loockerman Plaza, Dover, DE 19901, hereinafter referred to as the "CITY", and collectively known as the "Parties" for the purpose of establishing and achieving a Scope of Work relating to the Project named "Lights-On Dover Strong" Campaign.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish a common purpose and Scope of Work set forth;

AND WHEREAS, the Parties have a need to establish an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project;

1. PURPOSE

The Parties to this Memorandum of Understanding intend to establish a mutual working relationship that would improve Public Safety in designated geographical Target Area and provide energy efficient lighting measures and health and safety education for the residents of the City of Dover. The *"Lights-On Dover Strong"* Campaign is planned to increase residential security and public safety in collaboration with the City of Dover Police Department and Community Stakeholders. The Campaign will provide Dusk to Dawn Energy Efficiency LED lights for the front porches and Solar Powered LED Motion Flood lights for the back yard if applicable. This same Lights-ON campaign has increased security and public awareness around other Towns and Cities like Georgetown, Seaford, Milford, Laurel, and the Westside of Wilmington.

2. SCOPE OF WORK

The Parties shall work together to carry out the Scope of Work as detailed in Attachment "A" Scope of Work.

3. FUNDING OBLIGATION

The CITY has NO funding obligations for the Scope of Work to be performed by HELP. There would be a request as outlined in the Attachment B - IN-KIND RESOURCES that CITY agrees to make all reasonable efforts to accommodate.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this Memorandum of Understanding that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative roles and responsibilities with regard to all matters related to this project.

5. TIMELINE

The above outlined scope of work shall be contingent on HELP obtaining the necessary funds required for the project as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding will coincide with the State of Delaware Fiscal Year 2021 funding period which ends June 30, 2021.

6. TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of four (4) months from the effective date and may be extended upon written agreement of both Parties.

7. AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with thirty (30) days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

8. GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their respective performances under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

9. NON-DISCRIMINATION PROVISIONS

HELP will not discriminate against any employee, volunteer or recipient/prospective recipient of services under this agreement because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. These protections apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, dismissal, layoff, compensation, benefits, social and recreational programs.

10. COMPLIANCE WITH THE LAW

Parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

11. CONFLICT OF INTEREST\POLITICAL ACTIVITY

The elected officials, public officials, employees, and agents of the CITY shall comply with all applicable laws and regulations relating to conflicts of interest regarding the work and compensation covered by this Agreement.

HELP shall not use the compensation paid through this Project, if any, for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

12. INSURANCE

During the entirety of the period covered by this Agreement, the HELP shall maintain in full force and effect liability insurance providing coverage against all claims for damage to both persons and property caused by the agents and employees of HELP. Liability insurance coverage shall be in an amount not less than one million dollars per episode ($1,000,000.00). Upon request of the CITY, the HELP shall furnish the CITY with copies of such policies or, if the CITY so chooses, a Certificate of Insurance evidencing proper insurance coverage, and shall name the CITY as an additional insured or certificate holder on said policies.

13. INDEMNIFICATION

The HELP shall indemnify and hold the CITY harmless from all liabilities, suits, judgments, costs, and expenses, including attorneys' fees arising from the HELP's performance of this Memorandum of Understanding or any act, omission or negligence of the HELP's employees, officers, subcontractors, or licensees. The CITY shall indemnify, and hold HELP harmless from all liabilities, suites, judgements, costs, and expenses, including attorney's fees arising from the CITY's performance of this Memorandum of Understanding or any act, omission or negligence of the CITY's employees, officers, subcontractors, or licensees.

14. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing. For purposes of this Memorandum, the following individuals (each, an "Authorized Party") will be designated as an authorized party.

For Help Initiative: Charles Kistler, Executive Director, 302-236-7773, ckistler@helpinitiativede.org

For CITY of Dover: _____

15. GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Delaware.

16. SEVERABILITY CLAUSE

If any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase, or portion of this Memorandum of Understanding shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum of Understanding shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum of Understanding to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

17. ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

18. ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum of Understanding desire or intend that any implementing contract, license, or other agreement entered between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

19. AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum of Understanding.

This Agreement shall be signed by HELP Initiative, Inc. and the CITY of Dover and shall be effective as of the date first written above.

_____ _____

(HELP Signature) (Date)
HELP Initiative, Inc.
Charles T. Kistler, Executive Director

_____ _____

(CITY Signature) (Date)
CITY of Dover

ATTACHMENT A: SCOPE OF WORK

HELP will administer and project-manage the Lights-ON Dover Strong Campaign to include but not be limited to the following:

1. **Pre-Launch Program Deliverables:**
    a. **Phase 3 -** Energize Delaware will support a Lights-ON Budget for FY2021 that limits installation of energy efficient lighting measures to one hundred (100) homes as a Phase 1 initiative to a specific target area on or before June 30, 2021.
    b. **Phase 4** – FY2022 budget for Lights-ON initiative will be based level of interest and support by Cities and Towns being served. The City of Dover could provide a "Letter of Support" to the Executive Director of the HELP Initiative expressing its interest in a Phase 4 Lights-ON Installation Campaign.
    c. Establish a branded appearance for the CITY (ID Badges, Wearables)
    d. Identify CITY Information Handouts (CITY/Electric/Public Safety Brochures, Utility Bill Payment News) to be used during the door-to-door campaign for installing lighting measures.
    e. Define Lights-On Target Area in collaboration with the CITY Police Department and Code Enforcement representatives including location and disposition of abandon and vacant properties.
    f. Formalize Security Protocols with CITY Police Department & others about high-risk areas within the target areas including abandon and vacant properties.
    g. Establish a Timetable for the procurement of lighting measures & other material and equipment to launch the Lights-On Campaign
    h. Establish the framework for collecting and reporting pre/post criminal statistics and aerial images for outcome mapping purposes.
    i. Develop a network of community partners including Healthcare, Community Stakeholders, & Faith based Organizations.
    j. Develop Municipal stakeholders including E911 CAD representatives, community police representatives, Volunteer Fire representatives, City Customer Service representatives, Library representatives and School District representatives

2. **Launch Program Deliverables:**
    a. Procure equipment & material for the Lights-On Campaign
    b. Outreach & Awareness
        i. Kickoff Event in collaboration with Community Stakeholders & Partners
        ii. Provide Door Hangers in advance of face-to-face introductions at the front door.
        iii. Identify social hall space during installation process for Energy Workshops.
        iv. Develop and launch a Social Media campaign in collaboration with the CITY.
    c. Install energy efficient lighting measures by zoned target area over the contract period of performance.
    d. Maintain an Installation Report based on key data points mutually agreed to by the CITY and HELP.
    e. Conduct Client Date Collection & Tracking using smart phone technology.
    f. Satisfy the Lights-On Reporting Requirements as specified in Attachment C.
    g. Establish and execute a Plan of Actions & Milestones as specified in Attachment D.

3. **Post Launch Program Deliverables:**

a. Calculate total Deemed Energy Savings based on data collection, evaluation and measurement reporting and report those savings to the Statewide Energy Savings Database.
b. Track & illustrate the movement of concentrated areas of criminal activity within the target area over the period of performance of the Lights -On contract using GIS Mapping technology and E911 Computer Aided Dispatch resources in collaboration with the CITY Police Department.
c. Track & illustrate the installation of energy efficient lighting measures by street address in the form of a GIS Map in collaboration with the CITY Planning & Public Works Department.
d. Generate a report with supporting pictures of all vacant and abandon properties that received solar motion flood lights with the location of each light fixture.
e. Schedule and conduct Energy Efficiency Workshops within the target area with an emphasis on reducing the burden of energy consumption, improving public safety and community policing, and providing education around energy efficiency and financial literacy. This workshop delivery of services will be contingent on the restrictive public gatherings as precautions for COVID-19.
f. Prioritize homes in the target area with utility meter usage >20,000 Kwh to participate in the energy workshops.
g. Identify and track properties referred to social service organizations based on Healthy Home hazards identified by all parties.
h. Brief the City Council regarding Lessons Learned and Community Feedback.

ATTACHMENT B: IN-KIND RESOURCES

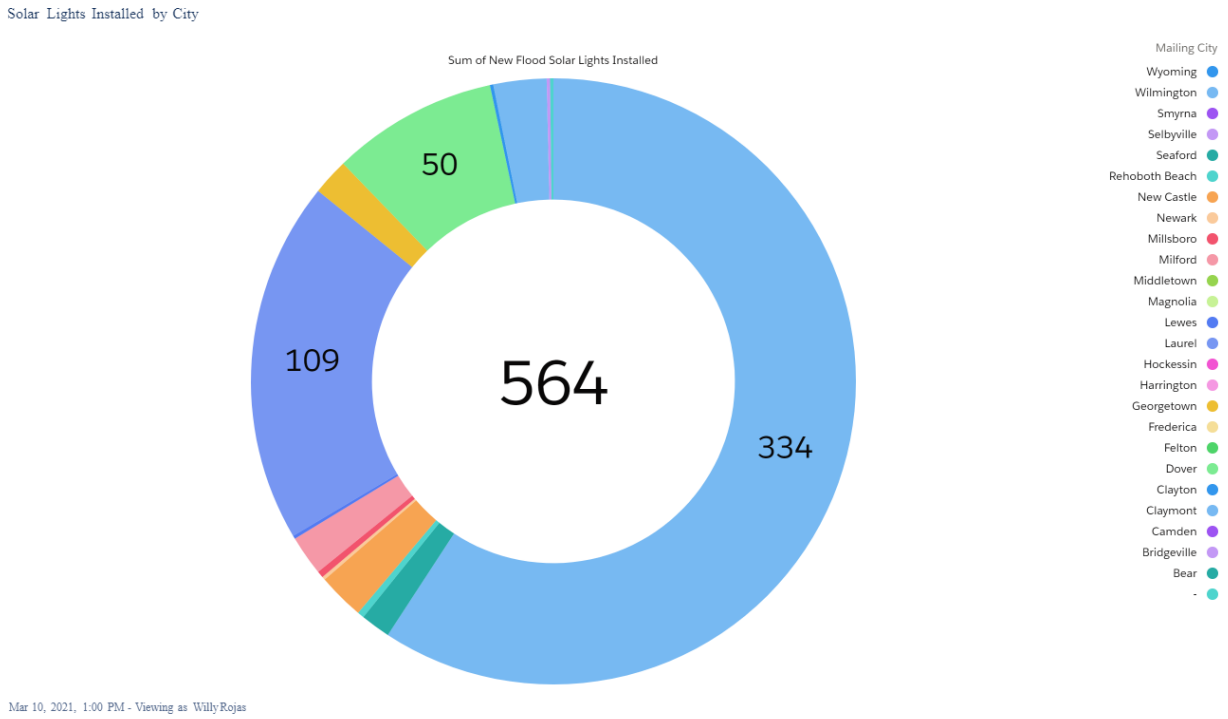
The CITY has NO funding obligations for the Scope of Work to be performed by HELP. There would be a request for In-Kind Resources as follows:

1. **Lights-ON Campaign**
    a. Provide point of contact with the Police Department during the installation phase to communicate and track weekly installation activity by HELP installation crew.
    b. Mutually agree on a specific target area for the Lights-ON campaign
    c. Provide crime reporting for HELP to evaluate and map outcomes using Esri ArcGIS application
    d. Provide any scheduled streetlight retrofits activity so HELP can plan residential Lights-ON installations in conjunction with the retrofit process to achieve maximum lighting within a specific target area.
    e. Provide point of contact with Code Enforcement for the installation of solar lighting measures for vacant properties.
2. **Health-ON Campaign**
    a. Provide point of contact with Fire Department to identify those homes with health and safety hazards that could result in HELP performing a healthy home assessment and refer the resident for remediation services for identified hazards.
    b. Provide a point of contact for the local healthcare provider to identify homes with health and safety hazards based on readmissions to the Emergency Room.
3. **Weatherization-ON Campaign**
    a. Provide access to the City Hall lobby during periods of utility service disconnections with residents so HELP can provide outreach, education, schedule workshops, energy audits and weatherization services.
    b. Provide point of contact with Code Enforcement to identify those homes with energy and home performance issues that would be good candidates for the weatherization process.
4. **Heat-ON Campaign**
    a. Provide access to the City Hall lobby during high periods of utility service disconnections with residents so HELP can provide outreach, education, schedule workshops and schedule assessments for heating repair and replacement services.
    b. Provide point of contact with customer service department so we can provide information on residents with heating issues.

ATTACHMENT C: REPORTING REQUIREMENTS

1. **Monthly Reporting to include the following deliverables:**
    a. *Status Report* – will include program points of contact, work completed, work in process, partnership opportunities, quality control issues, program concerns and milestone schedule updates.
    b. *Work Completed Report by Program* – comprehensive list of those properties installed with measures by program type including Lights-ON, Health-ON, Weatherization-ON and Heat-ON services.

2. **Public Relations Contributions to include:**
    a. Monthly energy activity dashboard including total number of Energy Efficiency (EE) Lighting Measures installed and deemed energy savings (see illustrations below)
    b. Testimonials from the recipients of EE lighting measures
    c. Testimonials from Stakeholder organization actively participating in the Lights-On Program



ATTACHMENT D: MILESTONE SCHEDULE

Milestone Deliverables	Start Date	End Data
Pre-Launch Program	April 5	April 16
Launch Program	April 19	June 30
Post Launch Program	July 1	July 16
Monthly Reporting	April 30	June 30
Public Relations Contributions	April 19	July 16
Brief CITY Council	July Council Meeting	

Note: **(1)** Milestone Schedule is based on a Phase 3 Lights-ON Program to include one hundred (100) homes to be completed by end of FY2021 (June 30, 2021).

(2) Phase 4 Lights-ON Program contingent on FY2022 funding requirements.

(3) City of Dover can provide a Letter of Support to HELP to demonstrate need in narrative format for a Phase 4 Lights-ON Program campaign for FY2022.

PROPRIETARY INFORMATION EXCHANGE AGREEMENT

This Agreement, effective as of _____ ("Effective Date"), is made between the City of Dover with its principal offices at 15 Loockerman Plaza, Dover, DE 19901 and HELP Initiative, Inc. with its principal offices at 101 W. Loockerman Street, Suite 1B, Dover Delaware 19904 (hereinafter referred to as the Party or Parties, respectively).

RECITALS

WHEREAS the PARTIES recognize that it may be necessary or desirable to exchange various technical information or other client information which the PARTIES consider to be confidential or proprietary in nature (collectively referred to herein as "Proprietary Information") with each other including information regarding the Lights-ON Dover Strong installation reporting requirements.

WHEREAS the PARTIES desire to exchange this information for the purpose of collecting, evaluating, and mapping geospatial data points for the Lights-ON Dover Strong Program.

WHEREAS the PARTIES desire to assure each other that proper measures will be taken to protect such Proprietary Information.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants and agreements contained herein, the PARTIES hereto agree as follows:

1. All Proprietary Information disclosed by one party ("Disclosing Party") to the other(s) ("Receiving Party") shall be in writing and clearly identified and marked as proprietary at the time of disclosure; provided however, that the obligation to protect Proprietary Information shall extend to unmarked data known by Receiving Party to be Proprietary Information, and that Proprietary Information may be disclosed orally or visually and protected under this agreement.

2. The Receiving Party agrees that for a period of two (2) years from the date of the receipt of such Proprietary Information, it shall not reproduce, disclose, sell, assign, transfer, license, lease, use or convey in any other manner, in whole or in part, such Proprietary Information for any purpose other than that for which it was disclosed and shall not exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. The Receiving Party further agrees that it shall refrain from using such Proprietary Information in any way detrimental to the Disclosing Party.

3. The Receiving Party agrees that it shall disclose any Proprietary Information received under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality and propriety of such information including the following: Proprietary Information may be disclosed to directors, employees or representatives of the Receiving Party who require such material for the purposes of this Agreement, provided that each, prior to disclosure, are bound to protect the confidentiality of such Proprietary Information.

The obligation of the Receiving Parties with respect to handling Proprietary Information as set forth in this Agreement is not applicable to any information that:

a) is in the public domain at the time it is disclosed or after such disclosure becomes part of the public domain by publication or otherwise without violation of confidence by the Receiving Party:

b) is known to the Receiving Party at the time of disclosure, or thereafter becomes known, provided such knowledge was or is derived from a source other that the currently Disclosing Party without breach of this Agreement by the Receiving Party.

c) is disclosed with the written approval of the Disclosing Party.

d) is disclosed inadvertently despite the exercise of the same degree of care that such party takes to preserve and protect its own Proprietary Information but no less than reasonable care.

e) is disclosed after the two (2) years from the receipt of the information and the duty to preserve has not been extended in the manner set forth in Paragraph 3 hereof.

f) is or was disclosed by the Disclosing Party to a third party without restriction, excluding the US Government, or

g) is disclosed in compliance with the judicial or governmental order, provided the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

7. Except for the obligations of the PARTIES with respect to the protection of Proprietary Information disclosed prior to termination, this Agreement shall (unless extended by mutual agreement) terminate two (2) years from the effective date hereof or an earlier date if mutually agreed to by the PARTIES.

8. When this agreement is terminated as herein provided or if the Proprietary Information received is no longer required by the Receiving Party, whichever occurs first, then unless otherwise agreed in writing by the PARTIES, and as directed by the Disclosing Party, all copies of the Disclosing Party's Proprietary Information in the possession of the Receiving Party(ies) shall be returned or destroyed. The Receiving Party shall notify the Disclosing Party in writing when such return or destruction has been accomplished.

9. The PARTIES acknowledge that all such Proprietary Information:
   a) is represented to be owned solely by the Disclosing Party.
   b) shall remain the exclusive property of the Disclosing Party,
   c) is represented to constitute valuable trade secrets of the Disclosing Party, and
   d) is represented to be such that would, if disclosed without due authorization, cause irreparable harm to the Disclosing Party.

10. The PARTIES acknowledge that no remedy at law will be adequate to compensate for a violation of this Agreement and agree that in addition to any legal or other rights that may be available to PARTIES in the event of a breach hereunder, the aggrieved PARTY may seek equitable relief to enforce this Agreement in any court of competent jurisdiction against the breaching PARTY.

11. It is agreed that no license under any patents of any Party is granted by the Agreement or by any disclosure of Proprietary Information hereunder, and any such information which may be transmitted or exchanged by the PARTIES shall not constitute any representation, warranty, assurance, guarantee or inducement by any Party to the other with respect to the infringement of patents or other rights of third parties.

12. This agreement is not intended to be, nor shall it be considered as, a "team" arrangement, joint venture, partnership, or other formal business organization, and unless otherwise agreed, no PARTY shall have the right or obligation to share any of the profits or bear any of the risks or losses of any other PARTY. At all times, the PARTIES shall remain independent contractors with each responsible for its own employees and representatives.

13. This Agreement contains the entire agreement of the PARTIES relative to the protection of information exchanged in connection with the effort identified herein and supersedes any prior or collateral agreements or understandings, written or oral pertaining thereto. This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing signed by duly authorized representatives of the PARTIES. This Agreement shall apply in lieu of and notwithstanding the specific legends or statements associated with any particular information.

14. This Agreement shall be binding upon the PARTIES, their agents, servants, employees, successors, and assigns, and shall inure to the benefit of the PARTIES and their respective successors and assigns provided, however, this Agreement may not be assigned by any PARTY without the written consent of the other PARTIES.

15. Any provision of this Agreement which shall be found to conflict with any state or federal statutes, laws, regulations, and orders shall be ineffective only to the extent of such conflict, and such conflict shall not invalidate or annul any other provision of this Agreement not so in conflict.

16. This Agreement and all rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Delaware (excluding its conflicts of law's provisions) and to the extent applicable, the laws of the United States.

17. All obligations of this Agreement shall survive change or termination of the PARTIES' business relationship.

18. In the event that a dispute shall arise between the PARTIES to this Agreement, it shall be a condition precedent to any PARTY'S right to commence litigation that the disputing parties shall have participated in at least six (6) hours of mediation in accordance with the Mediation Procedures of United States Arbitration & Mediation, Inc. ("USA&M"). The disputing parties agree to divide the costs of mediation equally. The location of the mediation shall be mutually agreed to by the PARTIES. Notwithstanding the submission of any issue to mediation thereunder, the PARTIES shall continue to cooperate and to act in good faith to achieve the objectives of this Agreement during any such mediation.

19. Paragraph 18 notwithstanding, in the event of a breach which by its nature, if not immediately corrected, will result in cumulative harm to the aggrieved Party, the aggrieved party shall have the right to seek equitable relief in any court of competent jurisdiction against the aggrieving Party.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

City of Dover	**HELP Initiative, Inc.**
_____	_____
Signature	Signature
_____	Charles T. Kistler | Executive Director
Name | Title	Name | Title
_____	_____
Date	Date

ACTION FORM

PROCEEDING: Council Committee of the Whole – Legislative, Finance, and Administration Committee
DEPARTMENT OF ORIGIN: Assessor **DATE SUBMITTED**: 04/27/2021
PREPARED BY: Cheryl Bundek, City Assessor
SUBJECT: Tyler Technologies Addendum for Support Services
REFERENCE: N/A
RELATED PROJECT: N/A
APPROVALS: Council Committee of the Whole; City Council
EXHIBITS: Tyler Technologies Support Agreement; Addendum; Legal Opinion
EXPENDITURE REQUIRED: **FUNDING SOURCE:** Assessor Budget
TIME TABLE: Time Sensitive: Council Approval Needed by May 10, 2021 for Appeals (May 17th)
RECOMMENDED ACTION: Approve the Tyler Technology Support Agreement Addendum

BACKGROUND AND ANALYSIS

The City Assessor will be retiring July 9th, 2021. A proposal will be presented to Council at the Council Retreat to be held on May 1, 2021, recommending that the City hire a Contractor to measure; list and value property within the City of Dover limits until the Kent County Revaluation has been completed and approved. At that time, the values would be then received by the County on a recurring basis. This service has not yet been secured. The City of Dover currently has a Support Agreement with Tyler Technologies, as we utilize their software for valuation. We have asked for an addendum to the Contract that would allow for a contractor to be hired in lieu of hiring an Assessor. The addendum has been drafted to allow for these services. A legal opinion for the addendum and the suggestion of hiring a contractor is attached as an exhibit.

In the addendum there is no minimum days needed, so if there is no need to utilize the addendum there will be no additional cost to the City. It will be in place for valuation if needed, for whatever decision the City of Dover approves.

To allow for training of the Administrative Assistant and the Contractor, we would like to have the addendum approved before the 2021 Appeal Hearings, which are to be conducted beginning on May 17th, 2021. This will allow for an easy transition for the Administrative Assistant, the Contractor and the Board of Assessment to conduct the appeals without the Assessor. The Assessor will be in the hearings and supporting the process from start to finish but allowing control to be from the Admin, the Contractor and the Customer Service Director, if they choose to be involved in the appeal process.

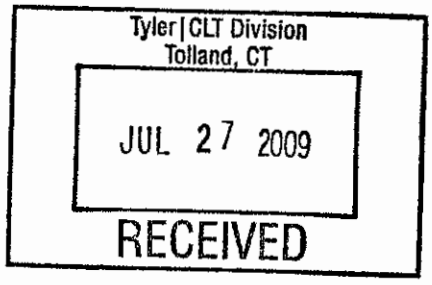
tyler
TECHNOLOGIES

Tyler Technologies

CLT Appraisal & Tax Solutions

City of Dover, Delaware

Articles of Agreement
for
2009-2010 iasWorld Maintenance Renewal



Tyler Technologies, Inc.
CLT Division
12 Goose Lane
Tolland, CT 06084
P: 800-273-8605
F: 860-872-9526
www.tylertech.com

tyler TECHNOLOGIES | Tyler Technologies, Inc. | CLT Appraisal & Tax Solutions

3199 Klepinger Road Dayton, OH 45406 (p) 800.800.2581 (f) 937.278.3711 www.tylertech.com

June 15, 2009

Ms. Cheryl Russell
Acting Assessor
PO Box 475
Dover, DE 19903-0475

Re: 2009-2010 iasWorld Maintenance Renewal

Dear Ms. Russell:

Enclosed please find the 2009-2010 iasWorld Maintenance renewal agreement for the City of Dover. This Agreement will renew the maintenance and support services for iasWorld for an additional term beginning on July 1, 2009 through June 30, 2010.

Tyler CLT has recently begun offering an alternative approach to the traditional installation and the renewal Agreement contains an option for the City to select this alternative approach. Under this approach, Tyler CLT would act as the Application Service Provider or ASP for the City's iasWorld installation. As such, we would provide all the hardware (new database servers as well as the new web-server and print server) in our secure environment, all computer operations, expert DBA support, daily back-up of all files, product support (the city does not pay annual maintenance), and disaster recovery services. For this, the City pays an annual amount for a three year period. At the end of the three years, the City has the right to renew the contract for an additional three years at the same rate, that is, at no increase in the annual payment. The Company will transition the City's current installation to the Company's hosting facility and the change will be seamless to the City. To aid in the transition to the hosted environment, the 2009-2010 fee will be equal to the standard maintenance costs the City would pay under the current set-up and the ASP hosting fees will increase in the second year. Please see Article 4 – Compensation in the enclosed Agreement for the specific pricing. The term of the ASP option is for 3 years.

Also enclosed with this letter is some supplementation information on our ASP offering.

In addition, there is an option to select a public access website to be hosted by our business partner, Big Room. This option can be selected as well.

If you have any questions on the benefits of the ASP solution please feel free to contact me directly at 1-800-800-2581, extension 1924 or via email at gus.tenhundfeld@tylertech.com or Paul Flynn at 800-273-8605 or via email at paul.flynn@tylertech.com.

Sincerely,

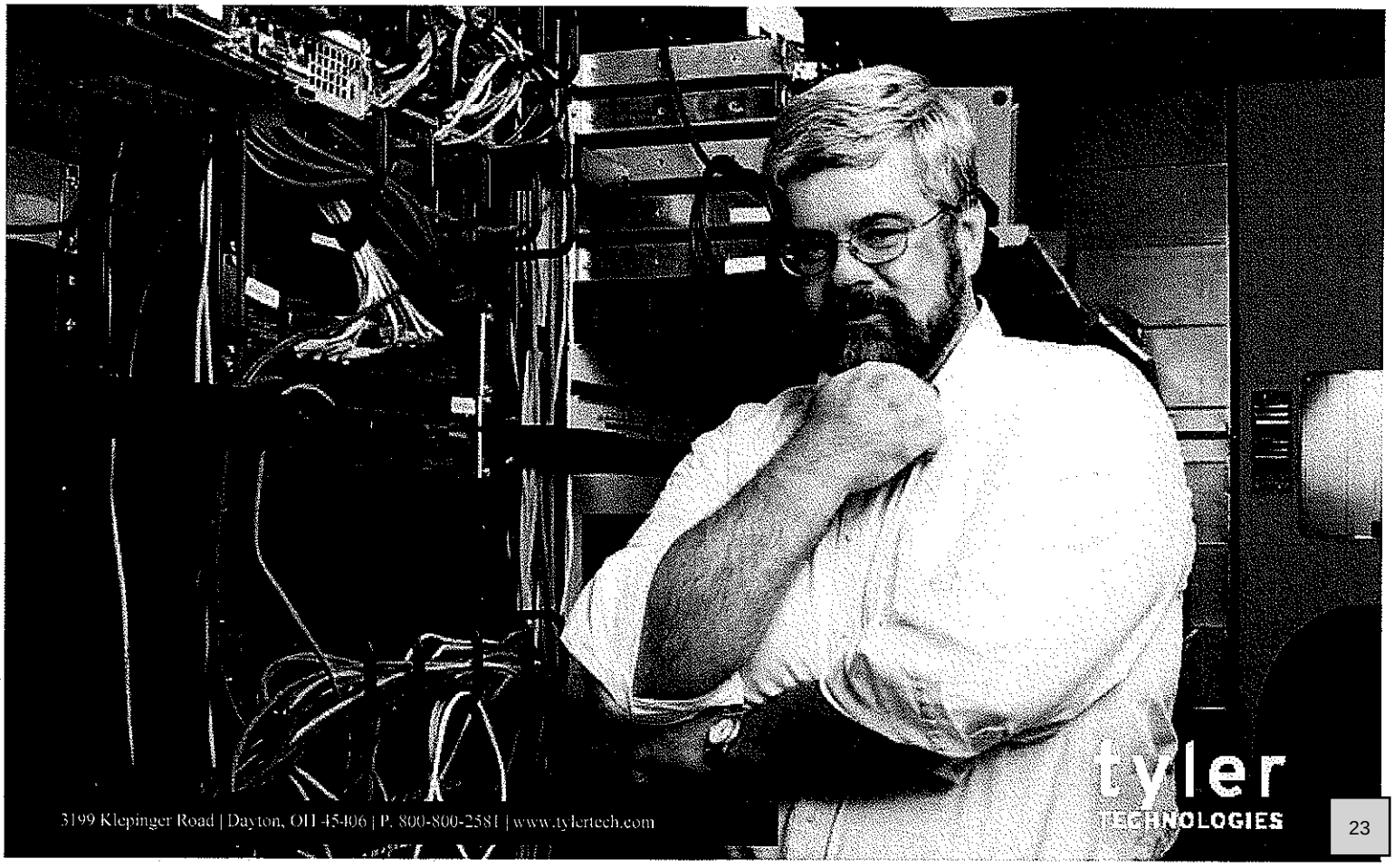
Gus Tenhundfeld
Sales Support

An Introduction to Tyler's Application Services Provider and the CLT Software Solution

Overview of ASP

Application Service Provider, or ASP, is not a new concept. In short, an ASP solution allows organizations to utilize software that is hosted and administered by a third party at a remote data center—typically over an Internet connection—on a subscription rather than a license basis. This connection is used to transmit data between the client workstation and the application or database servers. ASP providers offer varying degrees of services, including application and database administration, all server hardware and operating systems, and integration support. Hardware and technical expertise provided by an ASP is spread over multiple clients, and often is at a higher level of quality that can be cost-justified by any one client.

Sometimes known as *Software-as-a-Service* (SaaS), this purely Web-based hosting situation meets a variety of end-user needs. From shortened implementation periods to off-site IT services, the overall cost of ownership investment sets the ASP, or SaaS, solution apart from traditional client-managed operations. Cost-of-business overhead typically incurred by an organization running, maintaining, and upgrading its own software and hardware is eliminated—thus enabling the organization to meet their application needs with minimal associated operating and capital expenditures. The result: each ASP client enjoys the benefits of the large investment made by the ASP, but at a fraction of the cost.



The History

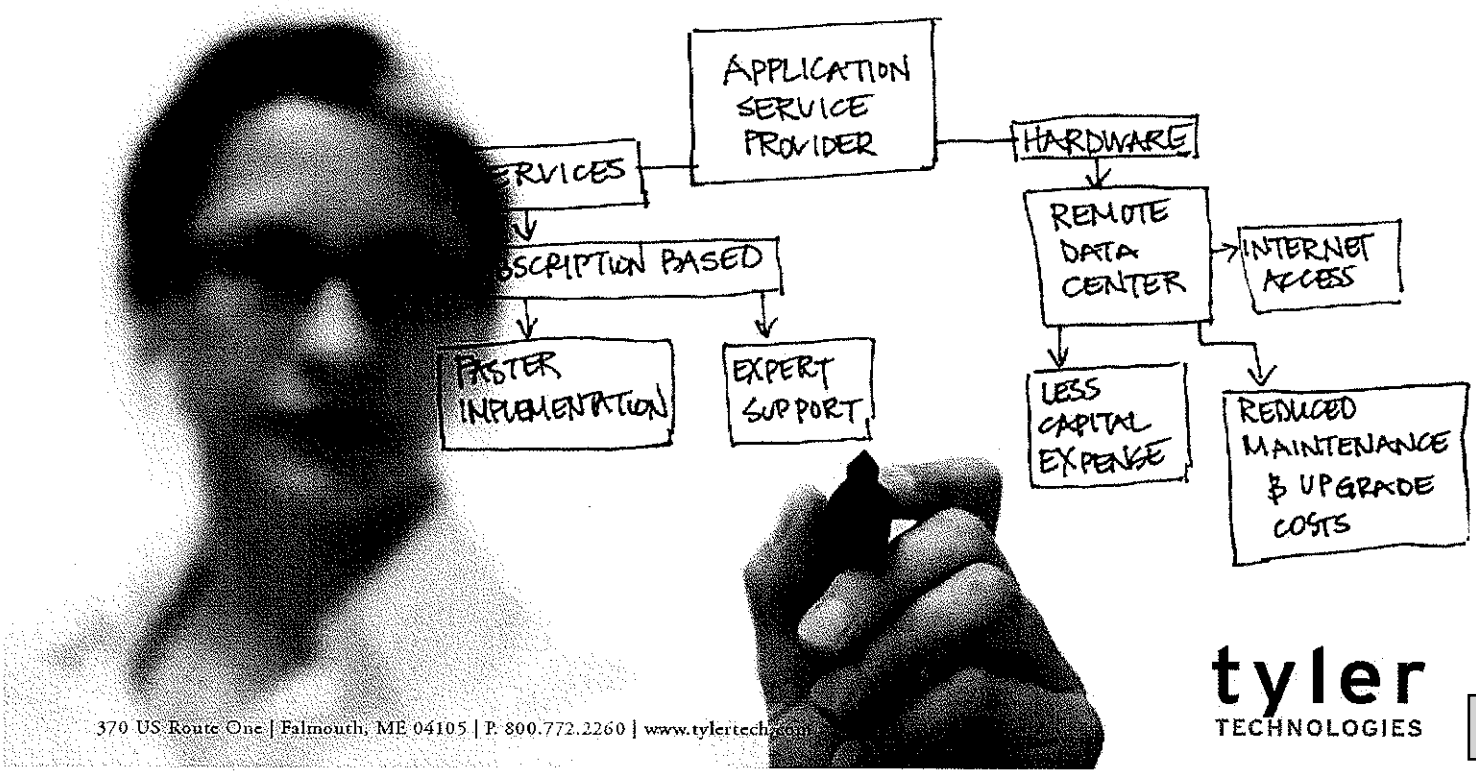
The current ASP function is very similar to the service bureau offering of the 1960s and '70s. Service bureaus emerged when computer processing was becoming widespread, but few small- and medium-sized companies could afford mid-range and mainframe systems. Companies who did invest in these systems often had excess capacity, and were willing to rent out the use of the systems during off-peak time. From this concept, service bureaus emerged to run various programs, such as accounting and payroll for smaller organizations, from these larger organization's systems. As a matter of fact, Tyler's CLT division had its start as a service bureau in the early 1960s.

During the late 1970s and '80s the cost of hardware dramatically decreased, and local and wide-area networks emerged. This allowed companies to bring processing back in-house and move to a real-time environment, rather than batch process their jobs off-site. With the additional emergence of the Internet, data centers were able to provide an inexpensive high-speed data transfer, located virtually anywhere in the world with no impact to users or application performance.

So, while the driving factor for service bureaus was the cost and availability of hardware, for ASP it is information technology staff's ability to manage and administer the expensive and complex computing environments used today.

Tyler's CLT ASP Offering

Although ASP has become a common industry term, each provider defines it differently. Some ASPs are simply hosting companies that will host your application in their data center without administrative support, and with little-to-no application expertise. Other ASPs are merely middlemen who arrange for hosting companies to host common applications and then sell access to those applications. Additional ASPs are built out of a series of vendor relationships, whereby a software vendor will ally themselves with a hosting company—and occasionally a contractor with some administrative capacity—and then market this arrangement as an ASP offering.



CLIENT CENTERED

Tyler's CLT ASP offering is unlike any of the previous scenarios. It's a full-service ASP, meaning we host, administer, and support the CLT iasWorld applications. True to our full-service commitment, Tyler doesn't rely on sub-contractors; we have invested in our Data Center and have staffed it with experienced personnel dedicated solely to ASP operations and the CLT iasWorld solution.

The CLT ASP Data Center is a client-centric service, designed to host multiple clients on various release versions. Each client's iasWorld database is unique, meaning they are not tied to any other ASP client.

REDUNDANCY

Virtually every potential point of failure has been addressed by our ASP service. Each hardware device has a failover component that will take over in the event of a failure. Tyler utilizes multiple Internet Service Providers (ISPs) with routs coming from different hub locations. An Uninterruptible Power Supply (UPS), as well as a diesel generator, provide alternate power and the disk sub-system uses fully-redundant drive arrays that prevent downtime due to a failed disk drive. All nightly back-up tapes are stored off-site in fireproof storage, and monitoring software constantly monitors the performance of the system and alerts Operations staff of any irregularities.

OPERATIONAL TASKS

Tyler's iasWorld ASP Operations team is dedicated solely to our ASP and CLT Online services. The team performs a number of ongoing proactive steps to ensure best performance and stability—many of which are unique to our configuration, and highly technical. The Operations team also performs routine maintenance and administration to the system. The tasks include, but are not limited to:

- Adding and changing printers
- Backing up and restoring data
- Migrating data to test environment
- Updating operating system, database, and application software
- Configuring and maintaining integration to third-party products
- ASP operations client support

DATA & PHYSICAL SECURITY

Data Security

All application data traffic is encrypted with VeriSign-issued 128-bit SSL certificates. In addition, application access can be restricted by IP address.

Backups are performed each day. Tapes are stored off-site at a local bank vault.

Physical Security

The servers in the CLT Data Center are equipped with UPS backup in the event of a power loss. During a sustained power outage, a diesel generator will provide power. Tyler's CLT Data Center is always locked and requires key card access only by authorized personnel.

Table of Contents

ARTICLES OF AGREEMENT

1. SERVICES TO BE PROVIDED 2
2. CONTRACT DOCUMENTS 2
3. PERIOD OF AGREEMENT 2
4. COMPENSATION 3
5. INDEPENDENT CONTRACTOR 5
6. OWNERSHIP OF DATA 5
7. INDEMNIFICATION AND INSURANCE 5
8. FORCE MAJEURE 6
9. EMPLOYMENT LAWS AND NON-DISCRIMINATION 6
10. CONFLICT OF INTEREST 7
11. NON-SOLICITATION 7
12. SUBCONTRACTS 7
13. ASSIGNMENT OF AGREEMENT 7
14. CHANGES IN AGREEMENT 7
15. GOVERNING LAW 7
16. STATUTORY REQUIREMENTS 7
17. CONFLICT 8
18. ENTIRE AGREEMENT 8
19. SEVERABILITY 8
20. TERMINATION 8
21. COPYRIGHT PROTECTION 8
22. OWNERSHIP OF SOFTWARE 9
23. SOFTWARE WARRANTIES 9
24. VERIFICATION OF AGREEMENT TERMS 10
25. NOTIFICATION 10

ARTICLES OF AGREEMENT

THIS AGREEMENT is by and between the City of Dover, a political subdivision of the State of Delaware, hereinafter referred to as the "City",

AND

Tyler Technologies, Inc., CLT Division, a Company formed under the laws of the State of Delaware and qualified to do business in the State of Connecticut, hereinafter referred to as the "Company",

WITNESSETH

WHEREAS, the Company has experience in the design, development, and implementation of data processing systems and programs as they relate to property mass appraisal techniques and tax administration, and;

WHEREAS, the City has previously implemented the Company's software, and;

WHEREAS, the City is in need of technical support services for the systems currently installed in the City, and;

WHEREAS, the Company is agreeable to provide these technical support services to the City;

NOW THEREFORE, it is hereby agreed that the Company shall provide the professional services contained in the attached exhibits subject to the terms of this Agreement.

1. SERVICES TO BE PROVIDED

The Company shall provide to the City in a professional and workmanlike manner all of those services stipulated in the System Support Services, Exhibit 1, and those requested by the City under Exhibit 2.

2. CONTRACT DOCUMENTS

This Agreement, the System Support Services (Exhibit 1), the Time and Materials Rates (Exhibit 2) comprise the contract documents.

3. PERIOD OF AGREEMENT

The term of this Agreement is dependent upon the maintenance option the City selects.

Option A – Standard Maintenance Agreement

Should the City select Option A – Standard Maintenance Agreement, then this Agreement shall commence on July 1, 2009 and continue through June 30, 2010.

Subsequent Period of Agreement. Additional Support Periods shall automatically begin (renew) at the end of each previous Support Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the Support Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Company may increase or decrease prices for Support and Maintenance Services to be effective at the beginning of any renewal of a Support Period by providing the City written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates as listed in Exhibit 2, for additional Services not specifically listed in this Agreement, and as authorized by the City, by providing written notice of such change at least 60 days prior to performing such Services.

Option B –Application Service Provider Hosting Agreement

Should the City select Option B – Application Service Provider Hosting Agreement, then this Agreement shall commence on July 1, 2009 and continue through June 30, 2012.

Subsequent Period of Agreement. This Agreement shall commence upon execution by both parties and shall continue for a term of three (3) years. This Agreement may be renewed by mutual written consent of both parties for one (1) additional three (3) year term at the year 3 rates identified below.

Time of Performance. Notwithstanding the option selected, the Company's time of performance of the Agreement is contingent upon the performance of the City responsibilities contained in the System Support Services and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control. Occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of penalty provisions should such occurrence materially increase the degree of difficulty of project execution. If the City fails to make timely deliveries of such information, the Company's obligation to perform the services provided in this Agreement shall be suspended until such information is received.

4. COMPENSATION

As compensation, the City shall pay the Company a fee consistent with the level of service selected as part of this Maintenance Agreement

Option A – Standard Maintenance Agreement

The City shall pay the Company a total fee Seven Thousand Eight Hundred Eighty Dollars ($7,880) for traditional *iasWorld Maintenance and Oracle Annual Technical Support* for the period specified in Article 3 hereof for the services to be performed as described in Exhibit 1A. Should the City select this option, the Company will invoice the City in one installment upon the signing of this Agreement.

This maintenance support is for the modules licensed to the City as follows:

- Assessment Administration
- CAMA
- Inquiry & Appeals Tracking
- *i*Maintain
- *i*Enable
- *i*Doc
- Oracle Database

The ORACLE® Technical Support covers a Production Environment with a five (5) named user Standard Edition One license.

Should the City's hardware configuration change during the period described in Article 3 of this Agreement additional compensation may be due to the Company. After notification of such changes the Company will calculate any changes in the license and Annual Oracle® Technical Support fees due to the Company and will be forwarded to the City in writing.

During the maintenance period, the Company will design, code, test, document and deliver any amendments or alterations (the "Amendments") to the Company's software

that are necessary to correct or avoid any defect in the Company's software which is present at the time of delivery, or is discovered during City usage, and affects performance of the Company's software in accordance with the functions set forth in the System Support Services. The Company shall only be responsible to correct defects, which are documented or submitted in writing during the maintenance Agreement period. Oral notification or other unwritten complaints will not constitute notice under this Agreement.

Option B –Application Service Provider Hosting Agreement

The City shall pay the Company an *Application Services Provider (ASP)* fee as described in the table below for ASP Hosting Services as described in Exhibit 1B – ASP Service Level Agreement. Should the City select this Option the Company will invoice the City annually beginning upon the signing of this Agreement.

Year 1 - July 1, 2009 – June 30, 2010	$ 7,880.00
Year 2 - July 1, 2010 – June 30, 2011	$ 19,690.00
Year 3 - July 1, 2011 – June 30, 2012	$ 19,690.00

Big Room Option–Big Room Public Access and Hosting

The City shall pay the Company Big Room Set-Up and Hosting fee as described in the table below for Big Room Services as described in Exhibit 1C – Big Room Services. Should the City select this Option the Company will invoice the City in accordance with the table below.

If the City selects the Standard Maintenance Agreement option, the Big Room set-up and Hosting fees are as follows:

Year 1: July 1, 2009 – June 30, 2010	
Set-Up	$ 2,950.00
Hosting	$ 2,550.00

If the City selects the ASP Hosted Agreement option, the Big Room set-up and Hosting fees are as follows:

Year 1: July 1, 2009 – June 30, 2010	
Set-Up	$ 2,950.00
Hosting	$ 2,550.00
Year 2 - July 1, 2010 – June 30, 2011	
Hosting	$ 2,630.00
Year 3 - July 1, 2011 – June 30, 2012	
Hosting	$ 2,710.00

Additional Services.

Additional compensation that may be due the Company as the result of services requested by the City that are beyond the scope of this Agreement, will be invoiced in the month subsequent to the month in which the services are provided. Exhibit 2 of the attached System Support Services provides Time and Materials Rates that will apply to services beyond the scope of this Agreement.

Payment.
Notwithstanding the option selected under this Agreement, payment is due within thirty (30) days after receipt by the City of a correct invoice. Failure of the City to make payment when due, without cause, shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

5. INDEPENDENT CONTRACTOR

The relationship of the Company to the City shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6. OWNERSHIP OF DATA

Data collected is the property of the City. Data used by the Company in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City.

7. INDEMNIFICATION AND INSURANCE

Except as provided below, the Company agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description (including legal fees) 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 City is free from negligence on the part of itself, its employees and agents.

The City 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.

To the extent permitted by law, 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 City 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 naming the City as the additional insured.

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

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

8. 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 completion 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, 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.

9. EMPLOYMENT LAWS AND NON-DISCRIMINATION

The Company shall comply with all the applicable provisions of Federal and Connecticut laws, rules, and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

10. CONFLICT OF INTEREST

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Company in connection with any work contemplated or performed relative to this Agreement.

11. NON-SOLICITATION

During the Period of Agreement, as stated in Article 3, and for a period of six months following the expiration date of this Agreement, the City will not solicit for employment or hire any Company employee without the express written consent of the Company.

12. SUBCONTRACTS

The Company agrees not to subcontract any of the work required by this Agreement without the prior written permission of the City. The Company agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement. The Company intends to use its business partner, Akanda Innovation, Inc., as a subcontractor to provide some of the services included in the Agreement, and the City accepts Akanda with the signing of this Agreement.

13. ASSIGNMENT OF AGREEMENT

The Company agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or its rights, titles, or interest in this Agreement without the previous consent and written approval of the City.

14. CHANGES IN AGREEMENT

This Agreement may be changed only upon written agreement of the City and the Company.

15. GOVERNING LAW

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

16. STATUTORY REQUIREMENTS

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, shall be as the law has been enacted and interpreted by the courts of the State of Connecticut as of the date of the signing of this Agreement.

17. CONFLICT

In the case of conflict between the terms of this Agreement and the terms of System Support Services, the terms of this Agreement shall control.

18. ENTIRE AGREEMENT

This Agreement contains the complete and entire Agreement between the parties and 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 City.

19. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

20. 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 such termination, the Company shall be entitled to receive just and equitable compensation for any work performed as of the termination date and the City shall be entitled to a refund of any unearned funds paid in advance to the Company.

21. COPYRIGHT PROTECTION

In addition to the provisions detailed in Article 7 above, the Company further agrees to protect, defend and save harmless the City against any demand for payment for the use of any patented, copyrighted or otherwise protected equipment, material, process, or software that may enter into or form a part of the services or deliverables covered by this Agreement.

The Company, at its option, may obtain for the City the right to continue using or to replace or modify the equipment or software involved so it becomes non-infringing. If such remedies are not reasonably available, the Company may grant the City a refund, for equipment or software provided pursuant to this Agreement and accept the return of the infringing product.

The Company shall have no obligation under this Article if the alleged infringement or violation is based upon the City's use of Company provided equipment and/or software in combination with other hardware, software, modifications, enhancements or changes not provided by the Company.

This article states the entire liability of the company for patent or copyright protection infringement by the licensed software or the provided equipment or any portions thereof.

22. OWNERSHIP OF SOFTWARE

The software to be provided by the Company in accordance with this Agreement is provided for the exclusive use of the City. The City cannot provide the software to a third party or parties without the prior written approval of the Company.

23. SOFTWARE WARRANTIES

23.1 Software Warranty

The Company warrants that its supported software, when properly operated on the hardware specified by the Company, will perform the functions described in the product's Users Guides.

23.2 City Modifications

The City shall inform the Company in writing of any change to or modification of any of the Company's software that it desires to make.

23.3 City Negligence

At any time during the Period of Agreement specified in Article 3 the Company shall not be required to correct any defects in any of the Company software caused by the City's negligence, unauthorized modification, improper installation, operation or other improper action by City staff or third party vendor operating the Company's software.

Should the City fail to install any Updates supplied by the Company, as defined in the System Support Services, the warranty and the Company's obligation shall immediately terminate as regards the functions affected by said Updates.

23.4 Disclaimer:

The Company shall have no liability under this warranty except the correction or avoidance of defects defined as "System Errors" in the System Support Services, Exhibit 1.

The warranties set forth in this article are in lieu of all other representations and warranties relating to the software, expressed or implied, including warranties of title, operation, merchantability or fitness for a particular purpose and any other statutory or common law warranty. The company expressly disclaims and excludes any such other representations and warranties. Correction of defects by the company in the manner provided in article 4.1, shall constitute fulfillment of all liabilities to the City in respect of any defects in the software, whether based on contract, negligence, strict liability in tort, or any other legal or equitable theory. In no event shall the company be liable for incidental, consequential, loss of business, special or indirect damages of any nature whatsoever. Regardless of any provisions herein contained to the contrary, the company warrants and guarantees the title to and the ownership of all material and property, including a non-transferable and non-exclusive license to use it's proprietary software, furnished by the company to the City under the terms hereof, and warrants that they are capable of and sufficient to accomplish the tasks for which they are supplied.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this 7 day of July, 2009.

The City of Dover, Delaware hereby selects the following support option in accordance with Article 4 herein:

OPTION A – Traditional iasWorld Maintenance (1 year) AD / CAR **(initials)**

OPTION B – 3 Year iasWorld ASP Agreement _____ **(initials)**

BIG ROOM OPTIONS – Public Access Website _____ **(initial)**

This Agreement is not valid unless either Option A or Option B are initialed above. If the City chooses to include the Big Room Option the corresponding fee as identified in Article 4 above will depend upon the standard maintenance or ASP option chosen.

CITY OF DOVER, DE

BY: _____

BY: _____

Witness

TYLER TECHNOLOGIES, INC.
CLT Division

BY: _____
Matthew Tenhundfeld
Sales Support Specialist

_____
Witness

APPROVED AS TO FORM:

_____

EXHIBIT 1A

Standard iasWorld Maintenance Services

For Option A

24. VERIFICATION OF AGREEMENT TERMS

The Company reserves the right to conduct on-site reviews at the City site to insure the City is in compliance with the terms and conditions of this Agreement.

25. NOTIFICATION

Notices pursuant to this Contract will be delivered by hand or by certified mail with return postage prepaid.

Notices to the City will be delivered to the attention of:

Ms. Cheryl Russell
Acting Assessor
P.O. Box 475
Dover, DE 19903-0475

Notices to the Company will be delivered to:

Mr. Paul Flynn
Northeast Regional Manager
Tyler Technologies, Inc. | CLT Division
12 Goose Lane
Tolland, CT 06084

Either party may substitute individuals to receive notices by giving notice as described above.

Exhibit 1 – System Support Services

The following outlines the standard support provided by the Tyler Technologies, Inc. | CLT Division (Tyler | CLT) for the following software systems installed on the City's IAS hardware for the time period specified in the Articles of Agreement, Article 3.

System	Module
*i*asWorld	CAMA
*i*asWorld	Assessment Administration (AA)
*i*asWorld	Inquire & Appeals Tracking (I&AT)
*i*asWorld	*i*Maintain
*i*asWorld	*i*Enable
iasWorld	*i*Doc

Table 1 – Base System Details

The software systems listed in Table 1 shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed at the City site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates. Such additional service level agreements will describe the support services provided by Tyler | CLT subcontractors such as Akanda and Nortech.

Modifications to the IAS code and IAS reports written by Tyler | CLT for a specific client or group of clients are considered part of the base system and, as such, the terms of this Agreement apply.

1. Terms and Definitions

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

1.1 Base System

Tyler | CLT Software, as listed in Table 1 above, running on the City's IAS server.

1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the IAS User Guide (also referred to as "issues" or "bugs"). Note: Slow response time or system failure due to the City's network or lack of System or DB administration is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are sent to the City on a system readable media (e.g., tape, CD-ROM, or FTP site), also referred to as "upgrades" or "patches."

1.4 Maintenance or Maintain

Providing support and updates for the base system only. This does not include performing updates at the City site.

1.5 Dial-Up

The use of any secure connection (via high-speed internet system) on the City system from any Tyler | CLT office.

1.6 Coverage Period

The start and end date for the support offered in this System Support Services and additional services stated in the Articles of Agreement.

1.7 Business Day(s)

The days and hours Tyler | CLT operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 PM EST.

2. Hot Line Support

During the coverage period, Tyler | CLT will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined in item 2.3 below, subject to Paragraph 8, Out of Scope Items, of this Agreement. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-273-8605

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., EST, Monday through Friday. Special 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 10 of this System Support Services.

2.3. Hot Line Support Considerations

Tyler | CLT shall respond to the City's request for telephone assistance within four (4) working hours from the initial call.

- Tyler | CLT shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

Priority	*Definition*	*Response*	*Issue Resolved*
Emergency	Software is inoperable for all City users.	Client is contacted within 4 hours.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the City. Issue affects a large group of City users.	Client is contacted within 1 business day.	Within 2-5 business days or an agreed upon due date.
Other	Issue affects 1 City user and is non-critical to daily processing.	Client is contacted within 1 business day.	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 8 of this Agreement or not an actual bug within the base system, Tyler | CLT will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

3. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler | CLT and cost estimates will be provided. Once the City agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

4. Updates

Base system updates will be provided to the City by Tyler | CLT during the coverage period.

4.1. IAS Updates

It is the responsibility of the City to schedule the update(s) and inform Tyler | CLT of any assistance needed. Tyler | CLT will distribute an estimated schedule of when releases and patches will be available. Tyler | CLT will provide assistance in performing such updates, via dial-up connection, during Tyler | CLT's normal business hours. Onsite assistance may be obtained at Time and Materials Rates. 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 | CLT reserves the right to backport certain bug fixes to the City's current version of IAS or require that the City upgrade to a newer release to obtain the required fix.

4.2. IAS Data Tables

The City is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some IAS batch process, or though an SQL update. Updates may be performed to the IAS data for various reasons by Tyler | CLT as requested by the City subject to Time and Materials Rates.

4.3. Operating System (OS) Updates

The City is responsible for obtaining update(s), notifying Tyler | CLT of the update(s), and installing update(s). IT outsourcing or the system vendor might be needed for these updates. It

is the City's responsibility to contact and leverage these resources as needed. Tyler | CLT strongly recommends that the City perform a system export/backup before updating the OS.

4.4. Oracle Updates

The City is responsible for scheduling updates to the Oracle software in order that the City is on a version supported by Oracle and certified for IAS. Tyler | CLT will provide assistance in performing such updates via high speed internet connection during Tyler | CLT's normal business hours. On-site assistance may be obtained at Time and Materials Rates.

5. Legislative Changes

During the coverage period, defined in Article 3, the Contractor will provide up to 80 base system programming hours, per State, in order to comply with State legislative changes. Programming hours encompass analysis, coding and testing of the changes. Additional legislative changes can be performed at the Company's standard Time and Materials rates (Exhibit 2).

6. Data Ownership

The City owns the data stored and processed on the base system. During normal support, Tyler | CLT will be exposed to this data and will take all measures to ensure the confidentiality of the data.

7. Backups and Recovery

It is the responsibility of the City to perform system (OS) and/or database (Oracle) backups.

- Tyler | CLT does not take responsibility for any backup process or emergency plans in which the City engages.
- Tyler | CLT strongly suggests that the City have a backup and recovery plan for the system and data. Tyler | CLT also recommends a safe storage for the City data (i.e., off-site storage of data tapes).

8. Out of Scope Items

The following are examples of items that are not included in this Agreement. Tyler | CLT will provide such services as requested by the City. Time and Materials Rates will apply for such services. They are:

8.1. Resolution of problems that arise out of the City's misuse of the system.

8.2. Creating ad hoc reports or new IAS reports.

8.3. Recovery of software, operating system, or data due to a system crash or hardware failure.

8.4. Modification of the IAS code.

8.5. Modification of IAS reports.

8.6. Updates to IAS cost tables, tax rate tables, etc.

8.7. Onsite training.

8.8. Oracle DBA and network administration activities.

8.9. Process and procedures that could otherwise be performed by a non-technical IAS user during the City's business cycle.

8.10. Performing the IAS upgrade on-site.

8.11. Errors and problems that arise out of the City's modification of the base system code.

8.12. Errors and problems related to software provided by Tyler | CLT subcontractors. Such support may be provided under an additional service level agreement

9. Additional Support

No other additional support outside this System Support Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed in Section 9) can be requested and will be billed at the Time and Materials Rates listed in Exhibit 2.

EXHIBIT 1B

Application Services Provider Service Level Agreement

For Option B

Tyler Technologies, Inc.

iasWorld ASP SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean iasWorld Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

SLA shall mean Service Level Agreement.

B. Service to the Client

The following service levels apply to ASP Operations Support for the iasWorld solution. iasWorld Application support calls are handled by the iasWorld Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	4:00 a.m. to 9:00 p.m. EST Mon-Fri 4:00 a.m. to 3:00 p.m. EST Sat	99%
Application Availability – Yellow	9:00 p.m. to 12:00 a.m. EST Mon – Fri 3:00 p.m. to 12:00 a.m. EST Sat 8:00 a.m. to 12:00 p.m. EST Sun 4:00 p.m. to 12:00 a.m. EST Sun	No SLA
Application Availability – Red	12:00 a.m. to 4:00 a.m. EST Mon – Sat 12:00 p.m. to 4:00 p.m. EST Sun	No SLA
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of "live" and "test" databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	Nightly	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine percentage of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.
If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 94%, a credit of 5% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which caused the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

2. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool file must be made through the Tyler Client Manager in the iasWorld Support Department and must include the user name, exact file name, job number and date when file may be found. A request to restore a database must be made through the Tyler Client Manager in the iasWorld Support Department and must be made only by the Client's authorized personnel. A list of

such will be provided by the Client signed by the Director of Information Technology Department. All requests / issues should be logged by calling the assigned Client Manager in the iasWorld Support Department team in support at 800-487-8326 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the assigned iasWorld Client Manager team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.
If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 95%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

3. Data Synchronization in the Test Database:

Tyler shall maintain two databases containing the Client data: Production Database and Test Database. Tyler shall synchronize the Test Database upon request of the Client, no more than once weekly and additional requests will be addressed on a case by case basis, scheduled at least 30 days in advance. However, it is understood that all users must be off of the test system during such synchronization.

A request to synchronize the test database must be made through the Tyler support department. All requests / issues should be logged by calling the assigned iasWorld Client Manager in support at 800-487-8326 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that

correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

4. New Release/Update Testing Period:

New releases of Tyler will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

5. Support Call Response:

The following outlines the standard support provided by Tyler Technologies, Inc. for the following software systems installed in the Company's ASP environment, for the time period specified in the Articles of Agreement.

System	Module
iasWorld	Assessment Administration
iasWorld	CAMA
iasWorld	Inquiry & Appeals Tracking
iasWorld	iMaintain
iasWorld	iEnable
iasWorld	iDoc

Table 1 – Base System Details

The software systems listed in Table 1 shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed in the ASP hosting center site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates.

Modifications to the iasWorld code and iasWorld reports written by the Company for a specific City or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

Terms and Definitions

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

Base System

The Software, as listed in Table 1 above, running in the Company's ASP Hosting environment.

System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the iasWorld User Guide (also referred to as "issues" or "bugs"). Note: Slow response time or system failure due to the City's network administration is not covered.

Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are will be applied to the City's ASP solution according to the published updates schedule.

Maintenance or Maintain

Providing support and updates for the base system only.

Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

Business Day(s)

The days and hours the Company operates, defined as Monday through Friday (excluding Tyler holidays) between the hours of 8:00 AM and 5:00 PM.

Hot Line Support

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined below. The Hot Line is also available for questions on normal operation of the base system.

Hot Line Number

800-487-8326

Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., EST, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice.

Hot Line Support Considerations

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

- The Company shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

Priority	*Definition*	*Response*	*Issue Resolved*
Emergency	Software is inoperable for all City 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 City. Issue affects a large group of City users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Other	Issue affects 1 City 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 not an actual bug within the base system, the Company will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

Online Support

During the coverage period, the Company will provide access to the Incident Resolution Information System (IRIS) on the Internet in order for the City to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

IRIS Access Details

Details on the use of IRIS are provided in the IRIS Call Center Guide.

IRIS Support

IRIS Support can also be reached via email. For more details, please refer to the IRIS Call Center Guide.

Modification and Change Procedure

Additional changes to the base system can be requested. These changes shall be submitted in writing to the Company and cost estimates will be provided. Once the City agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

Updates

Base system updates will be provided to the City by the Company during the coverage period.

IAS Updates

The Company will distribute an estimated schedule of when releases and patches will be available. The Company will perform such updates to the hosted system, during the Company's normal business hours. The Company reserves the right to back-port certain bug fixes to the City's current version of iasWorld or require that the City upgrade to a newer release to obtain the required fix.

IAS Data Tables

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

Oracle Updates

The Company is responsible for scheduling updates to the Oracle software in order that the City is on a version supported by iasWorld.

Legislative Changes

The Company will provide up to 80 base system programming hours per calendar year of the Agreement, per State, in order to comply with State legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

Data Ownership

The City owns the data stored and processed on the base system. During normal support, the Company will be exposed to this data and will take all measures to ensure the confidentiality of the data.

Backups and Recovery

The Company will perform system (OS) and/or database (Oracle) backups.

Dependent Software Licenses

The City is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products required by Akanda to maintain an operational iasWorld system. Depending on the iasWorld configuration, these 3rd party products can include Windows 98, NT or Win2000, Internet Information Server (IIS), Oracle 8i, MapObjects (IMS), Adobe Acrobat, various Internet components and any necessary ESRI and/or Pictometry licenses.

Server Operations

The Company will be responsible for on-site operational support of the iasWorld application server(s). Tasks will include performing system backups, system restarts, and providing on-site troubleshooting.

Out of Scope Items

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

- Resolution of problems that arise out of the City's misuse of the system.
- Creating ad hoc reports or new iasWorld reports.
- Modification of the iasWorld code, incremental to modifications covered under this Agreement.
- Modification of iasWorld reports, incremental to modifications covered under this Agreement.
- Updates to iasWorld cost tables, tax rate tables, etc.
- Onsite training, incremental to training covered under this Agreement.
- Process and procedures that could otherwise be performed by a non-technical iasWorld user during the City's business cycle.
- Errors and problems that arise out of the City's modification of the base system code.
- Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

Additional Support

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed above) can be requested and will be billed at the Company's then prevailing time and materials rates

6. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 4% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

EXHIBIT 1C

Big Room Hosting Services

For the Big Room Option

Optional Public Information Website Hosting

Hosting, Quarterly Updates

The Company will host the web site for the City and will "refresh" the data for the City quarterly (4 times per year). The City should contact their client manager to schedule an update. Updates typically take 5-10 business days. If the City wishes to "refresh" the data more often they will need to request that and an addendum to this contract will need to be executed and signed.

Features that will be included with the web page:

- Ability to search by: owner name/property location/parcel ID/map-block-lot
- Current location information
- Valuation information
- Property information
- Outbuilding information
- Sales information
- Ability to display sketch and picture of building if data exists
- Ability to "block out" certain parcels/owners from the page - additional cost (w/out flag)

EXHIBIT 2 - TIME AND MATERIALS RATES

The Company's hourly Time and Materials Rates for calendar year 2009 are as follows:

	Off-Site	On-Site
Senior Company Officer / Director	$252.00	$315.00
Company Officer / Manager	$215.00	$270.00
Technology Division		
Project Manager	$168.00	$210.00
Oracle DBA – Senior	$147.00	$184.00
Software Developer / Analyst – Senior	$147.00	$184.00
Software Developer / Analyst	$136.50	$170.00
Business Analyst – Lead	$147.00	$184.00
Business Analyst – Senior	$120.50	$150.00
Software Developer	$110.00	$137.50
Business Analyst	$100.00	$125.00
Technical Writer	$89.00	$111.50
Administrative Assistant	$68.00	$85.00
Client Manager	$68.00	$85.00
Appraisal Division		
Appraiser – Senior	$147.00	$183.50
Appraiser – Commercial	$100.00	$125.00
Appraiser – Residential	$100.00	$125.00
Data Collector – Commercial	$68.00	$85.00
Data Collector – Residential	$52.50	$65.50
Data Entry	$42.00	$52.50
Clerical	$42.00	$52.50

Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

Additional Services Addendum

This Additional Services Addendum ("Addendum"), effective as of the date of last signature as indicated above (the "Addendum Effective Date") is made by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler") and the City of Dover, Delaware ("Client").

WHEREAS, Tyler and Client are parties to an original agreement for the provision of iasWorld support services ("Support Agreement"); and

WHEREAS, Tyler and Client desire to amend the Support Agreement to add additional services as provided for in Article 4 – Additional Services;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall assist the Client in maintaining its assessments by providing the services as more particularly described in Section 2 below (the "Services").

2. Client shall remit to Tyler a per diem rate of $700 per day, with a half day (4 hour) minimum, for all Services provided by Tyler staff. Tyler staff will be available to perform work related to the following:

    - Perform inspections, measure improvements, photograph improvements, and change data as required
    - Value all new improvements
    - Field visits to verify sales as needed
    - Perform other related tasks as requested
    - Appeal Hearings

3. The total amount of Services invoiced by Tyler to Client under the terms of this Addendum shall not exceed Fifty-nine Thousand Five Hundred Dollars ($59,500.00). The per diem rate includes any necessary expenses.

4. Tyler will perform the Services in a professional, workmanlike manner, consistent with industry standards.

5. If Client believes any delivered Services do not conform to the warranties in this Addendum, Client will provide Tyler with written notice within fifteen (15) days of Client's receipt of the applicable invoice. The written notice must contain sufficient detail of the issues Client contends are in dispute. Tyler will provide a written response to Client that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler and Client will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler and Client to resolve any issues presented in Client's notice. Client may only withhold payment of the amount(s) actually in dispute until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice.

6. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler 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 Tyler's appointed senior representative. 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 Client and Tyler fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Tyler or Client from seeking necessary injunctive relief during the dispute resolution procedures.

7. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Support Agreement.

8. All other terms and conditions of the Support Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum to Support Agreement as of the dates set forth below.

Tyler Technologies, Inc. Appraisal & Tax Division	Client: City of Dover, Delaware
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Nicholas H. Rodriguez
Douglas B. Catts
William D. Fletcher, Jr.
Craig T. Eliassen
Crystal L. Carey*
Scott E. Chambers**
Walt F. Schmittinger
B. Brian Brittingham***
Gary E. Junge****
Dianna E. Louder
Bonnie S. Gladu
*Also admitted in Maryland
**Also admitted in Maryland, D.C., and North Dakota
***Also admitted in New York
**** Also admitted in Pennsylvania

Law Offices
Schmittinger and Rodriguez, P.A.
414 South State Street
Post Office Box 497
Dover, Delaware 19901
Telephone (302) 674-0140
Fax (302) 674-1830

Harold Schmittinger
(1928 – 2008)
John J. Schmittinger
(1941 – 2011)

Rehoboth Beach Office
Wells Fargo Bank Building
18489 Coastal Hwy, 2nd Flr
Rehoboth Beach, DE 19971
Telephone (302) 227-1400
Fax (302) 645-1843

Middletown Office
651 N. Broad St., Suite 203
Middletown, DE 19709
Telephone (302) 378-1697
Fax (302) 378-1659

April 1, 2021

Mrs. Cheryl A. Bundek,
City Assessor
City of Dover
P.O. Box 475
Dover, DE 19903

Dear Mrs. Bundek:

I have reviewed the Tyler Technologies CLT Appraisal & Tax Solutions (hereafter "Tyler") Agreement with the City of Dover which dates back to 2009 and which has been annually renewed. The Agreement provides for additional compensation that may be due to Tyler as a result of services requested by the City that are beyond the scope of the Agreement. In that regard, Tyler has furnished an Additional Services Addendum (hereafter "ASA") which would add the following services:

1. Perform inspections, measure improvements, photograph improvements, and change data as required; value all new improvements; field visits to verify sales as needed; and perform other relates tasks as required including Appeal Hearings. The total amount of compensation for these services is not to exceed $59,500.00 and the per diem rate which is $700.00 per day includes all necessary expenses.

The Charter Section 47 and Section 102-1 of the Dover Code provides for evaluation, re-evaluation and assessment of all real property in the City to be conducted under the supervision of the Assessor or in conjunction with the Assessor by outside mass appraisal or a consortium of appraisers chosen by the Council. In accordance with these provisions, Tyler was selected for the original Agreement and

in my opinion, Council has the power to approve these Additional Services addendum.

In order to accept the Additional Services Addendum, no amendment to the Charter or the Dover Code is necessary.

I would rely upon the opinion of the City Assessor but it would appear to me that the Tyler per diem rate of $700.00 per day for services to be rendered under the ASA with a cap of $59,500.00 which per diem rate includes all necessary expenses would be reasonable.

Very truly yours,

NICHOLAS H. RODRIGUEZ
NHR: dlh