TO: Board of Supervisors

FROM: Health and Human Services Agency

MEETING DATE: June 10, 2020

DEPARTMENT CONTACT:	Tammy Moss Chandler	**PHONE:**	463-7774
DEPARTMENT CONTACT:	Trey Strickland	**PHONE:**	234-6639

ITEM TYPE: Consent Agenda   **TIME ALLOCATED FOR ITEM:** N/A

AGENDA TITLE:
Approval of Agreement with Tyler Technologies in the Amount of $145,422 to Provide a New Software System for Mendocino County Environmental Health, Effective Upon Signing to be Renewed Annually Until Terminated

RECOMMENDED ACTION/MOTION:
Approve Agreement with Tyler Technologies in the amount of $145,422 to provide a new software system for Mendocino County Environmental Health, effective upon signing to be renewed annually until terminated; authorize the Health and Human Services Agency Director or designee to sign any future amendments that do not exceed the annual maximum amount; and authorize Chair to sign same.

PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:
N/A

SUMMARY OF REQUEST:
Tyler Technologies Inc. is a major public sector software company based in Plano, Texas. It is the largest software company in the United States that is solely based on providing integrated software and technology services to the public sector — states, cities, counties, and school districts.

Mendocino County, Environmental Health (EH) is seeking a contract with Tyler Technologies for development and implementation of a database management system to replace its existing database. The current database, developed internally in 1997, was built in Microsoft Access, and is used for all Environmental Health operations, including inspections and permits for food, hazmat, and land use programs. It is incapable of being upgraded to remain current. Tyler Technologies offers services to transition the existing database to a new database that can interface with the State of California Database and improve overall efficiency.

ALTERNATIVE ACTION/MOTION:
Return to staff for alternative handling.

SUPERVISORIAL DISTRICT: ALL

VOTE REQUIREMENT: Majority

SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT: N/A

FISCAL DETAILS:

SOURCE OF FUNDING: 4011	**BUDGETED IN CURRENT F/Y:** Yes
CURRENT F/Y COST: $145,422	**IF NO, PLEASE DESCRIBE:**
ANNUAL RECURRING COST: N/A	**REVENUE AGREEMENT:** No
BUDGET CLARIFICATION:	

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO LIAISON: Darcie Antle, Deputy CEO

CEO REVIEW: Yes

CEO COMMENTS:

[Type text]

tyler technologies
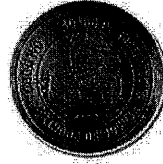
SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy.
- **"Client"** means Mendocino County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means, if applicable, the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Named Users under this Agreement are set forth in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services included in this Agreement.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy setting forth the payment terms for the products and services in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

tyler technologies

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management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Named Users only. The Tyler Software will be made available to you according to the terms of the Service Level Agreement ("SLA") exhibit or the Annual Support and Hosting statement of Work (the "Support SOW"), as applicable. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) or the Support SOW, as applicable.

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

3. <u>Ownership</u>.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement

any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in either the Support SOW or Section C(8), below. For maintenance and support services provided pursuant to Section C (8), the SLA and our then current Support Call Process will also apply.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or Tyler managed data center via third party, but in a database for operational data dedicated to you, which is inaccessible to our other customers. Configuration data and/or username/passwords may be stored in a shared database, as needed with a hosted solution.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement. If a Statement of Work has been generated as part of this Agreement, we will provide implementation-related services as described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the

total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and, if applicable, the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

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

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For clients hosted in a Tyler data center, and for so long as such clients timely pay SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

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

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

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

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass

through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

    2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

    2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 <u>Fees for Termination without Cause during Initial Term.</u> If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

  a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

  b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

  c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

  1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

  1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

  1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

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

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

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

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. <u>Client Trademarks</u>. For clients licensing DHD Tyler Software only:

    22.1   During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.

    22.2   Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

23. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Annual Support and Hosting Statement of Work
Exhibit D	Environmental Health Implementation Statement of Work
	Appendix A: DHD Platform System
	Appendix B: Configurations
	Appendix C: Data Imports
	Appendix D: Public Website
	Appendix E: Field Client
	Appendix F: Custom Printables
	Exhibits AA: Standard Forms
	Exhibits BB: Standard Reports
Exhibit E	CUPA System Implementation Statement of Work

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

Tyler Technologies, Inc.

By:

Name: Chris Hepburn

Title: President, Enterprise Group

Date: 5/11/2020

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

Mendocino County

By: Mary alice Willeford

Name: Mary Alice Willeford

Title: Acting Admin Assistant Diretor of HHSA

Date: 4-6-2020

Address for Notices:
Mendocino County, Environmental Health
860 North Bush Street
Ukiah, CA 95482-4826
Attention: TREY STRICKLAND

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Exhibit A
Investment Summary

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

Quoted By:	Chris Harpenau
Date:	6/10/2019
Quote Expiration:	12/7/2019
Quote Name:	Mendocino County Health - DHD-EH-CUPA
Quote Number:	2019-87089
Quote Description:	Mendocino County DHD SaaS

Sales Quotation For
Mendocino County Health
501 Low Gap Road
Ukiah, CA
Phone (707) 234-6625

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Health	1	$169.00	28	$56,784.00
Extensions:				
EnerGov Citizen Self Service - Community Health (CH)	1	$292.00	Site License	$3,500.00
EnerGov My GovPay	1	$0.00	1	$0.00
EnerGov Report Toolkit	1	$0.00	1	$0.00
EnerGov Standard Technical Support	1	$0.00	1	$0.00
EnerGov VirtualPay	1	$0.00	1	$0.00
	Sub-Total:			$60,284.00
	Less Discount:			*$6,062.00*
	TOTAL:			**$54,222.00**

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EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Data Conversion Services	40	$250.00	$10,000.00	$0.00
Dynamic Reports Modifications (10 pack)	2	$5,000.00	$10,000.00	$0.00
Fundamentals Review	16	$175.00	$2,800.00	$0.00
Letters and Forms Development (5 pack)	2	$6,250.00	$12,500.00	$0.00
Professional Implementation Services	300	$175.00	$52,500.00	$0.00
TOTAL:			**$87,800.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$54,222.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$87,800.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$87,800.00**	**$54,222.00**
Year One Contract Total	**$142,022.00**	
Contract Total	**$142,022.00**	
Estimated Travel Expenses	**$3,400.00**	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

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Comments

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $3,000 per TB.

CUPA Programs

The Unified Program consolidates the administration, permit, inspection, and enforcement activities of the following environmental and emergency management programs:
- Aboveground Petroleum Storage Act (APSA) Program
- Area Plans for Hazardous Materials Emergencies
- California Accidental Release Prevention (CalARP) Program
- Hazardous Materials Release Response Plans and Inventories (Business Plans)
- Hazardous Material Management Plan (HMMP) and Hazardous Material Inventory Statements (HMIS) (California Fire Code)
- Hazardous Waste Generator and Onsite Hazardous Waste Treatment (tiered permitting) Programs
- Underground Storage Tank Program

Includes CERS Integration.

Includes Munis integration.

Includes data conversion from one source for address, establishment, permit and contact data.

Configuration details, functionality and core programs listed in a separate Preliminary Statement of Work document.

Standard CUPA reports and forms are included with the Tyler DHD solution.

Includes all hosting and data center services.

Configuration and Implementation and up to (20) Reports, Forms and Documents for Additional Modules:

Cannabis
Rabies Tracking
Restaurants
Cottage Food
Mobile Vending
Special Events/Event Organizer
Pools/Spas
State Small Water Systems
Wells (drinking, monitoring)
LEA Solid Waste
Septic Permits

Comments
Septic Pumper
Buidling Plan Review
Coastal Development Permit

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Exhibit B
Invoicing and Payment Policy

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

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

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the earlier of (i) six (6) months following initial meeting or (ii) system go-live. SaaS Fees for the initial term, as defined in Section F (1) of this Agreement, are set in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees will be at our then-current rates.

2. <u>Implementation Services</u>. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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

**Exhibit B
Schedule 1
Business Travel Policy**

1.   Air Travel

A.   Reservations & Tickets

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

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

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B.   Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2.   Ground Transportation

A.   Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who

have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3.   Lodging

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

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

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

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

4.   Meals and Incidental Expenses

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

rates are available at www.gsa.gov/perdiem.

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C

Exhibit C
Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Statement of Work and the Agreement, the terms and conditions of this Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I.   Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A.   Software Version Releases

1.   Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.

2.   Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B.   Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

Exhibit C

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

   a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

   a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

   b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

   a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order.

Exhibit C

No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of $200 per hour.

2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of $200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.

2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.

3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.

4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.

6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

Exhibit C

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.

2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.

3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.

3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.

4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

Exhibit C

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of $200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

Exhibit C

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

Exhibit C

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text-based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them

Exhibit C

Role	Responsibilities
	through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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Exhibit D
Implementation Statement of Work

I.   Statement of Work Overview

This Statement of Work will govern the Services specified in this Statement of Work. In the event of conflict between the terms of this Statement of Work and the Agreement, the terms of the Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding this subject matter and replaces any prior oral or written communications between the Client and Tyler.

Changes to this Statement of Work will be processed in accordance with the procedure described in Section X.a: Project Change Control Procedures.

A. Project Scope
The Client and Tyler will use a number of specific dimensions to detail the scope of the implementation project so that the project boundaries, staffing estimates, and schedule are maintained.

This project will be completed in two phases. The first phase of the project will consist of all Client administrative business modules and databases to support all office functions for all Environmental Health Programs. The second phase of the project will be implementing the field components associated with these programs. These components will be designed and implemented after Phase 1 modules are live.

1. DHD Platform System
The DHD Platform System provides a fully functional Environmental Health Data Management system that can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process. The DHD Platform System modules are defined in Appendix A: DHD Platform System.

2. Configurations
Clients are able to configure the fields in the individual Platform modules for a set price. The additional fields can be of any type and length, and can include specific auto-formatting: phone numbers (xxx-xxx-xxxx) and social security numbers (xxx-xx-xxxx), for example. Each field will be fully integrated into the DHD Platform System, including the Reporting and Analysis module. The full list of configurations is listed in Appendix B: Configurations.

3. Data Import
Tyler will import into the DHD system data from any industry-standard source – e.g. text file, CSV, MS Excel, MS Access, SQL. Tyler will collect a sample or subset of the Client's data near the end of the development phase. Using the Client-provided Entity Relationship Diagram

(ERD) and data map, Tyler will create the conversion scripts to import that set of data into the Client System for testing purposes. Once the Client System is in the testing phase and the data set is uploaded into the Staging environment, Client can test the system and the data at one time. Tyler will convert up to five (5) years of historical Client data from an industry-standard format – e.g. MS Access, MS Excel, CSV, DBF, Microsoft SQL Server, etc. – into a new relational database with unique fields, maintaining all existing relationships and creating new relationships when necessary.

At the end of the testing phase, the Client will accept the Client System and Client Data. Tyler project team will work with Client and Client's IT staff to determine the best date to supply the final data set for the live Client System.

Tyler will allow Client access to a secure FTP site so that Client can upload the data immediately. Tyler will run the conversion scripts that were approved during the testing process and migrate all Client System code and data to the production servers. Tyler recommends that the Client retain access to their existing system for reference. Once the conversion scripts are completed and the data set is approved by Client, any changes in the data format or delivery method that are initiated by the Client will delay the conversion process and result in a delay in delivering the final data conversion. No changes in the data format or delivery method should be made after after the conversion scripts are completed and approved by Client unless agreed to in writing by both parties. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur.

Refer to Appendix C: Data Import for a complete list of data import services.

a) Extract Programs
    For the Client legacy data stored in MS Access, MS Excel, SQL Database, or CSV list, the Client can copy the entire database/document to the secure FTP site provided by Tyler. In these cases, the Client will not have to create extract programs.

    For all other applications, including those maintained by third parties, the Client is responsible for converting the data into a format approved by Tyler as well as providing data maps and dictionaries for that data. These converted data files and documentation will be uploaded to the FTP site provided by Tyler.

b) Import Programs
    Tyler will be responsible for importing the data into the Client System, including writing the scripts to import the data, compile it, scrub it, and validate it based on the Client's instructions. Tyler will use a combination of pre-written scripts and custom scripts that will read the data file, import the data, and create and/or update the appropriate Client System fields. Tyler will create reports of exceptions and exclusions after the data has been imported into the Client System; the Client will be responsible for reviewing the list of exceptions and exclusions and updating the Client System appropriately.

c) Reconciliation Process
    The data will be imported into the Client Testing environment after the core system is created, and the Tyler project team will review it. Once the data passes this initial

inspection, Tyler will inform the Client that it is ready for review. The Client will be responsible for validating that the data has been correctly imported. Any discrepancies will be reported to the Tyler project manager, who will work with the Tyler project team to correct any isues and update the data in the Testing environment.

d) CUSTOM SERVICE: Data Mapping
Tyler will provide the Client with a list of fields in the Client System and the Client will be responsible for matching those fields with the corresponding tables and fields in the legacy client systems. The Client is responsible for providing a data map of the legacy system, which includes the tables, field names, and field descriptions. Tyler will review the data mapping with the Client and work to resolve any outstanding fields. Tyler's project manager will assist the Client with the data mapping process, offering guidance and advice as needed.

e) CUSTOM SERVICE: Data Cleansing
Tyler's project team will review with the Client any fields the Client knows are incorrect, inaccurate, formatted incorrectly, etc. ("dirty") and document what actions are required to make those fields correct and/or standard ("clean"). Tyler has standard scripts used to scrub address and phone number data before it is imported in the Client System and will create custom scripts as needed to assist in other areas. Tyler will run these scripts on all the data that is imported into the Client System.

Lastly, Tyler will import the Client Data into the Staging environment and will require that the Client thoroughly review all data to ensure that fields have populated correctly and that the data has been cleaned satisfactorily. If there are changes required, Tyler and Client will work together to decide what data can be scrubbed before the final import and what will be the Client's responsibility to change after the data has been imported into the live Client System.

f) CUSTOM SERVICE: Validations
Tyler will work with the Client to define specific and custom data validation rules. For example, if the Client's parcel numbers should all be entered in the format xxxx-xx-xxxx, Tyler will extract a list of numbers that were entered incorrectly and, if the correct number of digits is represented, auto-format the field when they import the data. Tyler's in-house tools include a zip code validation process, which cross-references the zip code, Client, and city information and generates a report of anomalies. This report will be sent to the Client for manual updating because Tyler will not know which element of the address is correct.

Tyler will also work with the Client to develop any custom validation scripts are identified during the design phase of the project. These scripts will automatically change the fields as part of the conversion process so that the Client will not have to clean the data in their old systems. Once the system is live, many of these validations will be built into the system by requiring the end-users to select from pre-determined drop down menus.

4. Public Website
Tyler will provide a standard IFrame website design which incorporates the style of the

client's current webpage. Unless otherwise agreed to in writing, the Public Website will be delivered approximately 4 weeks after the DHD system is implemented in the production environment (Go Live). Public Website specifications are fully defined in Appendix D: Public Website.

5. Field Client
    Tyler will provide an offline version of the DHD system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client modules and minimum requirements for hardware are listed in Appendix E: Field Client.

6. Printable Forms
    a) Standard Forms
        The Client System includes standard forms that can be printed directly from the system. Each form is updated to include the Client's logo and contact information. Refer to Exhibits AA [PROVIDED BY CLIENT] for examples of each form.

        (1) Permit Form (Exhibit AA1)
        (2) FDA Food Inspection Form (Exhibit AA2)
        (3) Generic Inspection Form (Exhibit AA3)
        (4) Plan Review Summary
        (5) Invoice/Receipt (Exhibit AA4)

    b) Custom Printable Forms
        Clients are able to add custom printable forms for any program included in the DHD Platform System and/or any custom modules added to the system. See Appendix F: Custom Printables for a complete list of forms that will be included in the System.

7. Reporting and Analysis

    The Client System includes the Reporting and Analysis module, which containes the standard and custom reports described below. The reports return system data in real time, and require no additional software installation. No report generation requires Authorized Users to have special knowledge of database design. Authorized Users will be able to run the following reports in the Client System without further specialized training.

    Reports are dynamically generated within the system, and can be exported to any common format, e.g. HTML, XML, Microsoft Word, Microsoft Excel, and CSV. Client will also have access to the standard reports that are part of the Platform System.

    a) Standard Reports
        Refer to Exhibit BB for report logic and examples.

        (1) Cash Drawer Report (Exhibit BB1) returns a list of payments entered by date.
        (2) Invoicing Aging Report (Exhibit BB2) returns all fees and related invoices that are unpaid as of the time the report is generated. Invoices are grouped into aging categories: 30-60 days past due, 61-90 days past due, etc.

(3) Cash Flow Report (Exhibit BB3) allows users to search all payments received by date range, fee category, fee type, and/or payment method.

(4) Common Violation Report (Exhibit BB4) returns a list of the most common inspection violations cited, by date range.

(5) Inspection Compliance Report returns a list of establishments that have not had the appropriate number of inspections in a specific time frame.

(6) Employee Productivity Report lists all tasks performed through the system (i.e. inspections, plan review check lists, complaint investigations) as well as all tasks entered manually into the system (i.e. training dates, phone calls, meetings) by employee for a specific date range.

b) Custom Reports
Clients are able to add custom reports based on the data captured in the DHD System through platform or custom modules. See Appendix G: Custom Reports for a complete list of reports that will be included in the System.

B. Interfaces
The Client System will be capable of interfacing with standard Microsoft Office products, i.e. MS Word and MS Excel. Each report generated from the system can be exported into any of these and other formats, included CSV (Comma Separated Values), PDF, and HTML. The system's ability to export data into CSV allows the Client to upload data into virtually any other software program that supports data imports. Tyler can format the system output according to the Client's specifications. These custom formats will require development time and will be quoted on a case-by-case basis

C. Enhancements
Enhancements refer to special requirements that will be developed by Tyler. All system work not described in this SOW, including but not limited to system changes outside the original system specifications, the addition of logic or functionality outside the original system specifications, printable form and report updates, data requests, on-site customer training, and data conversions, will be charged at a flat rate of $200 per hour, not including travel costs or other expenses. Any work over and above the not-to-exceed contract amount will be presented to Client on a case-by-case basis. No work resulting in additional charges over and above the not-to-exceed contract amount will begin until an amendment or both Client and Tyler sign a modification to the existing contract.

II. Training

A. Approach
The standard training procedures include step-by-step details that enable employees to perform their activities. Tyler's training staff will provide training agendas and materials to the Client System Administrators prior to training, and will conduct all initial training through on line web conferencing.

Tyler uses train-the-trainer methods, breaking up users by program area and access permissions. Supervisors will be cross-trained on many areas of the system, and the system administrators, or super-users, will be trained on all areas of the system including setting up users and permissions and other administrative functions.

B. Courses and Training Schedule

Tyler will conduct separate training classes for each level of user based on job description: inspectors, data entry, financial, administrative, etc. Additionally, Tyler will hold a class for managers and supervisors, who will have access to more tools than the average user.

Tyler will also have a course for Client System Administrators which will explain how to set up new users, how to set permissions, how to enter data into Client Issue Tracker, and how to operate other tools that are only accessible to Client System Administrators. The Client System Administrators do not need any special technical training; the Client System Administrator tools are just as user-friendly as the rest of the System.

The actual number of training courses will depend on the number of Client staff involved. Class sizes are determined based on the number of staff and access to computer equipment. The Client is responsible for providing telephone access and an Internet connection. Each Client staff member being trained should have access to a telephone and a computer during training. These computers can be desktops, laptops, or tablet computers, but all must have Internet and telephone access. Tyler does not recommend more than 2 users to each machine during training classes.

The Tyler project team will work with the Client to determine the best dates and times to conduct training. Training usually lasts no more than two (2) days total, with each category of user in active training for approximately two (2) hours total. Each class generally lasts between one and two hours.

Specific training agendas, dates, and times will be determined by the Tyler project team and the Client as the Client System approaches the go-live date.

C. Documentation

Tyler will customize the training documentation to conform to the Client System. Help documentation is a standard system feature and includes printed user guides, quick reference guides, and online versions of all printed documentation. These documents are created after final system acceptance to ensure the accuracy of the documentation. As changes and enhancements are made to the system, the electronic and hard copy documentation will be updated as necessary. System help documentation also includes a full manual, broken down by module.

D. The training documents will also be available for Authorized users to review, download, and print from the Client Production System. The training manual will cover all aspects of the system and is available to all Authorized Users.

III. System Landscape

The system landscape begins with the developer's local version of the system, which is saved on the developer's hard drive and is where they work to develop the Client System and features. This environment is known as the Local Server, or "Local Development."

Once the development team has completed a set or section of code, the code is sent to Tyler's Development Server, where Tyler's internal QA and Testing team reviews the Client System for obvious

functionality bugs, logic, and screen flow, based on the System Documentation that was approved by the Client.

After Tyler's QA and Testing team approves that portion of the system, Tyler migrates the code and/or data to their Staging or Testing environment, known as "Staging." The Staging Server is a working copy of the final Production system that allows the Client to review and approve all aspects of the Client System, including data, before the system goes live. The Tyler project team will review with the Client the features and functionality, and provide a UAT plan for Client to follow. The Client will test the system to ensure that functionality and data matches the approved System Documentation and the UAT plan.

After the Client signs the Final Approval of the system elements and/or data, Tyler will implement the information on the live Client System site, or "Production." This is the Client's live environment and the system that will be used in real time. Once the entire system and all data are operating on the Production server, the Client will sign a final system approval accepting the Production version of the Client System. The Staging environment remains available to the Client through the life of the contract. If additions or major changes to the system are added to the scope of this contract, Tyler and Client will follow these procedures to design, develop, review, and accept those changes. The Client will review on Staging server, and after Final Acceptance, Tyler will implement the changes on Production.

IV. Key Assumptions

This SOW and Tyler's estimates to perform this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure.

A. Logistics
1. Both parties assume a project start date of _____.
2. Services provided under this Statement of Work will be performed at Tyler offices in Charlotte, NC. No services will be provided at the Client's site unless otherwise specified in this SOW.
3. Requests for on-site visits to the Client's location will be evaluated on a case by case basis and will be subject to monetary charges over and above those detailed in this Agreement.
4. Tyler will provide the Services under this SOW during normal business hours, 8:00 AM to 6:00 PM EST Monday through Friday, except national holidays. If necessary, the Client agrees to provide to Tyler after-hours access to the Client staff as becomes necessary for the purpose of meeting projected milestone dates.
5. Client employees are expected to execute the tasks and activities identified in this SOW based on the project timeline.
6. This Statement of Work is a contract between the Client and Tyler. Any conflicts will be resolved per the Escalation Procedures outlined in Section X.c

B. Resources
1. Tyler and the Client will provide at a minimum the staff resources as shown in Section IX.b.
2. Any contractors or consultants whose services are acquired directly through Tyler or the Client in connection to this project will perform their assigned tasks in a timely manner. All Client contractors and consultants will be bound by the terms of this Agreement.

3. The Client and Tyler will attempt to provide continuity of its core project team skills throughout the implementation project.

C. General
1. The Client and Tyler understand that the timely completion of schedules and the meeting of all deadlines set forth in this SOW are important to the successful completion of this project. Tyler and the Client agree to carry out their tasks and responsibilities in accordance with the mutually accepted detail project work plan. Any schedule deviations have the potential to impact the resources, price, and timeline of this SOW.
2. Tyler reserves the right to invoice the Client based on original projected payment milestone dates if the Client requests schedule changes that delay significant milestones.

V. Methodology and Responsibilities

To implement the functional scope in this Statement of Work, Tyler and the Client will work under a defined plan. The project will consist of a phased plan.

A. Phase 1: Design

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Conduct Kick-off meeting	X			X
Conduct intial design meeting	X			X
Design Phase 1: Flow Charts Screens Tables Generated Reports	X			X
Review design documentation for Phase 1		X	X	
Design Phase 2: Reports/Queries UAT Plan Data Conversion Map	X		X	
Create data mapping template	X			X
Create conversion plan	X			X
Create security plan	X			X
Review design documents for Phase 2		X	X	
Return all changes to documents to Tyler		X	X	
Develop final design of flow charts, screens, tables, generated reports, reports, narratives, test plans, and data conversion maps	X			X
Review final design of system		X	X	
Update design documents with final changes	X			X
Review and sign off on deliverables		X	X	

B. Phase 2: Development

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Develop system according to approved design	X			X
Run data cleansing scripts	X			X
Perform data cleansing	X			X
Create sample data conversion for testing		X	X	
Create the extract programs	X			X
Create the import programs		X	X	
Create interfaces programs		X	X	
Setup or build security		X	X	
Create reports/forms		X	X	

C. Phase 3: Test

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create Test Plan	X			X
Demo system	X			X
Grant access to development system for testing	X			X
Test the application and report defects		X	X	
Fix the defects	X			X
Test conversion programs		X	X	
Test interfaces		X	X	
Test security		X	X	
Test reports/forms		X	X	
Sign off on deliverables		X	X	

D. Phase 4: Training

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create training plan	X			X
Provide access to training system	X			X
Create training materials	X			X
Conduce end-user training	X			X
Sign off on deliverables		X	X	

E. Phase 5: Go-Live

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create transition plan	X			X
Execute system tests	X			X
Run data extract programs		X	X	

Activity Description	Tyler Lead	Tyler Assist	Client Lead	Client Assist
Deliver final data to Tyler		X	X	
Run import programs to load data	X			X
Run validation programs	X			X
Conduct final data reconciliation		X	X	
Sign off on system		X	X	

F. Phase 6: Field Client

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm applications for field client	X			X
Develop field client	X			X
Install field client	X			X
Test Field Client		X	X	
Correct issues as identified by Client	X			X
Deliver final field client	X			X
Conduct final field client testing		X	X	
Sign off on field client		X	X	

G. Phase 7: Public Website

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm data for public website	X			X
Design public website	X			X
Review design and content for public website		X	X	
Update website design based on feedback	X			X
Review final website design		X	X	
Create public website	X			X
Test public website		X	X	
Correct issues as identified by Client	X			X
Deliver final public website	X			X
Conduct final public website testing		X	X	
Sign off on public website		X	X	

VI. Completion Criteria

A. Throughout the project and after each deliverable to the Client, Tyler will provide approval and signoff documentation for Client review and signature. These signoff documents will constitute formal acceptance of the deliverable and approval for the corresponding payment milestone to be invoiced. No further production or project work will be performed or delivered until the Client signs the approval documentation.

B. Tyler will have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

   1. Tyler accomplishes the activities as described in Section II.a: Project Scope.

2. Client or Tyler terminates this Project in accordance with the provisions of the Agreement.

VII. Implementation Schedule

    A. Implementation Timeline and Project Plan

The Project Plan may be updated as priorities and deliverable dates change throughout the project phases. Any change to the Project Timeline will be sent to the Client for authorization and signature. The most recent approved Project Plan supercedes all previous editions, regardless of approval status, and is considered a de facto amendment to this SOW.

Tyler and Client recognize that the Client may require some project delays due to resources, community health outbreaks, etc. The Contractor agrees to honor these delays as they occur, as long as both parties agree on and provide approval signatures for the updated timeline.

Each instance of delay requested or caused directly by the Client, up to and including the seven (7) working days of a single instance of delay, will be added to the remaining contract timeline on a day-for-day basis; e.g. a three (3) working day Client delay will move the remaining timeline milestone dates ahead up to three (3) working days.

For each single instance of delay caused by the Client that extends past seven (7) working days, Tyler reserves the right to extend the remaining contract timeline up to two (2) working days for each one (1) working day of delay; e.g. a fifteen (15) working day Client delay may move the remaining timeline milestone dates ahead up to thirty (30) working days.

For purposes of this Section, "working day" refers to any regular business weekday, excluding federal holidays; "the Work" means Tyler's obligations set forth in this SOW.

VIII. Resources

Client and Tyler will jointly staff the Tyler Implementation project. All staff assigned to the project will be assigned tasks in the Project Work Plan.

    A. Client Resources

Role	Responsibilities	Time Required
Project Sponsor	The Client Health Department will provide a project sponsor for the duration of the project. The project sponsor will participate in the regularly scheduled project status meetings, when necessary. S/He will set priorities, approve scope and have final budget authority. The Project Sponsor should periodically review project progress and provide feedback on the performance of the team. When conflicts impede the completion of these responsibilities, the sponsor is responsible for negotiating a solution.	Approximately 3 – 5 hours per week over the design and development period of the project, depending on sponsor's involvement. This includes sitting in on the 45 minute – 1 hour status calls each week.

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Role	Responsibilities	Time Required
Project Manager	The Project Manager will have primary ownership of the operational aspects of the project and will provide day-to-day direction to the project team. The Project Manager's responsibilities include: • Manage the Client personnel and responsibilities for this project. • Serve as the single point of contact between Tyler and all Client departments participating in the project. • Administer the Project Change Control Procedure with the Tyler Project Manager. • Participate in project status meetings. • Resolve deviations from the estimated schedule, which may be caused by the Client. • Help resolve project issues and escalate issues within the Client's organization, as necessary. • Review with the Tyler Project Manager any Client invoice or billing requirements. • In general, the Project Manager is responsible for the communication and integration between the individual teams both internal and external to the project. The Project Manager is, in many cases, also the Project Sponsor.	• 1 hour each week for status calls (if necessary) • 3 hours per program for design preparation* • 10 hours per program for design review, spread out over 8 – 16 weeks* • 1 week to run testing scripts • 3 days for training*
IS Support	Responsible for working with Tyler on all data-related issues, including providing initial and final data sets for conversion into the DHD System.	10 – 20 hours total
Subjecct Matter Experts (SMEs)	Provide information to Tyler about the Client's business processes, forms, business rules, etc. for custom module builds. Also review and comment on the programs, tools, and requested features as they are completed. For conversion, SMEs will be responsible for mapping the data from the old systems to the new system, "cleaning" the old data, and validating that the data has been converted accurately.	• 1 hour each week for status calls • 3 hours per program for design preparation * • 10 hours per program for design review, spread out over 8 – 16 weeks * • 1 week to run testing scripts • 3 days for training*

B. Tyler Resources

Role	Responsibilities
Project Manager	The Tyler Project Manager will function as the Project Team Leader during the duration of the project. The Tyler Project Manager will work with the Client Project Manager to manage the Client resources assigned to the project, or as defined in the project schedule. The project schedule and other parameters established by the Project Sponsor shall serve as the governing document for the Tyler Project Manager. These responsibilities will include but not limited to: • Review the SOW and the responsibilities of both parties with the Client Project Manager; • Maintain communication with Client staff through the Client Project Manager; • Establish documentation and procedural standards for the development of the project; • Prepare a detailed Project Work Plan for performance of this SOW which defines the detailed tasks and schedule responsibilities; • Measure and evaluate progress against the Project Work Plan; • Resolve deviations from the Project Work Plan; • Maintain an Action Register for action items; • Conduct regularly scheduled project status meetings; • Review and administer the Project Change Control Procedure with the Client Project Manager; • Coordinate and manage the activities of Tyler's project personnel. • Create design documents. • Assist the Client with data conversions. • Create and maintain a document distribution list.
Developers	The Tyler Project Manager will coordinate the Tyler developers. Developers will be assigned specific tasks to include but not limited to: • Create and test technical programs. • Create technical documentation.
Trainers	The Tyler Project Manager will coordinate the Tyler trainers. Trainers will be assigned specific tasks to include but not limited to: • Create training plan • Create training documentation • Coordinate the "Train-the-Trainer" program • Coordinate the delivery of the training.

* These duties and time allotments are shared between the Client Project Manager and the SMEs.

IX. Project Procedures

A. Project Change Control Procedures
    The following is a detailed process to follow if a change to this Statement of Work (SOW) is required.

    1. A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.

2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. The submitting party will indicate whether the change constitutes minor or major change as defined in this document.

3. Both the Tyler Program Manager and the Client Project Manager will review the proposed change and approve it or reject it.

4. A written Change Order must be signed by both parties to authorize implementation of the change.

5. Tyler will evaluate each Change Order on a case-by-case basis to determine if it is included in the current SOW or if it requires additional functionality or enhancements not represented under the agreement. Client may be responsible for additional charges for some Change Orders. Client will be informed in writing if any additional costs will be incurred as a result of a Client Change Order request, and until the Agreement and SOW are modified no design or development work will begin on the Change Order request.

6. Tyler reserves the right to adjust the Project Timeline in order to incorporate Client requested Change Orders. Additional time or monetary charges will occur if the Change Order is requested during the development period of the project process. Client will be notified in writing before such charges are applied to the Agreement and/or SOW.

7. Tyler reserves the right to delay design and/or implementation of the Change Orders until all outstanding payment milestones have been paid in full. Additionally, Tyler reserves the right to delay the start of any Change Order work until after the original system, as described in this Statement of Work, has been approved, accepted, and is live on production servers.

B. Approval and Acceptance Procedure
Each deliverable document, as defined in Section VII.a: Completion Criteria will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2. Within five (5) working days the Client Project Manager will either approve the deliverable or provide the Tyler Project Manager a written explanation of deficiencies.

3. The Tyler Project Manager will resubmit, in electronic form, the updated final version to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.

4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager. Reasonable delay is defined as a delay that will not affect a payment deliverable more than seven (7) business days.

C. Escalation Procedure

1. When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

2. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

3. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.
4. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
5. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

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Exhibit E
CUPA System Implementation Statement of Work

X.   Overview and Approach
Tyler Technologies, Inc. (hereinafter "Tyler") has been selected to implement the Data Management System for Client's Certified Unified Program Agency System. In connection therewith, Tyler and Client have entered into an Agreement dated as of the Effective Date (the "Agreement").

XI.   Implementation Statement of Work
This Statement of Work will govern the Services specified in this Statement of Work. In the event of conflict between the terms of this Statement of Work and the Agreement, the terms of the Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding this subject matter and replaces any prior oral or written communications between the Client and Tyler.

Changes to this Statement of Work will be processed in accordance with the procedure described in Section X.a: Project Change Control Procedures.

A.   Project Scope
The Client and Tyler will use a number of specific dimensions to detail the scope of the implementation project so that the project boundaries, staffing estimates, and schedule are maintained. Please see attached for a sample project timeline reflecting the intended timeline for this project. Actual schedule and start date will be established by the parties after contract execution. Tyler will use commercially reasonable efforts in meeting the intended timeline and making resources available for prompt delivery of project services. The project scope includes meeting the Fire Processes and Requirements indicated in this Agreement.

This project will be completed in two phases. The first phase of the project will consist of all Client administrative business modules and databases to support all office functions for all Programs. The second phase of the project will be implementing the field components associated with these programs. These components will be designed and implemented after Phase 1 modules are live.

1.   CUPA Platform System
The DHD-CUPA Platform System allows agencies to capture Unified Program Information to based on CalEPA requirements at the time of implementation.

2.   Configurations
Clients are able to configure the fields in the individual CUPA Platform modules to collect local information. The additional fields can be of any type and length, and can include specific auto-formatting: phone numbers (xxx-xxx-xxxx), for example. These configurations will consist of field changes only and do not include the addition of logic

or functionality to the CUPA Platform System. Any enhancements requested by Client that affect the core logic and/or functionality of the CUPA Platform System will be evaluated by Tyler and, if applicable, quoted on a case-by-case basis at the standard hourly rate.

3.   Data Import

Tyler will first import into the CUPA system data from the state CERS database, and the Client will provide necessary permissions to access and import data into the system. Supplemental data can optionally be imported by the Client from a mutually agreed industry-standard source – e.g. text file, CSV, MS Excel, MS Access, SQL, but not (Oracle). For any data the Client chooses to import in addition to the data available and that is imported from the state CERS database and portal, Tyler will collect a sample or subset of the Client's data near the end of the development phase. Using the Entity Relationship Diagram (ERD) and data map created by Tyler with the assistance of Client as necessary, Tyler will create the conversion scripts to import that set of data into the Client System for testing purposes. Once the Client System is in the testing phase and the data set is uploaded into the Staging environment, Client can test the system and the data at one time. Tyler will convert existing Client data, as mutually agreed, available in a mutually agreed industry-standard format – e.g. MS Access, MS Excel, CSV, DBF, Microsoft SQL Server, etc. – into a new relational database with unique fields, maintaining all existing relationships and creating new relationships when necessary.

At the end of the testing phase, the Client will accept the Client System and Client Data. Tyler project team will work with Client and Client's IT staff to determine the best date to supply the final data set for the live Client System.

Tyler will allow Client access to a secure FTP site so that Client can upload the data immediately. Tyler will run the conversion scripts that were approved during the testing process and migrate all Client System code and data to the production servers. Tyler recommends that the Client retain access to their existing system for reference. Once the conversion scripts are completed and the data set is approved by Client, any changes in the data format or delivery method that are initiated by the Client will delay the conversion process and result in a delay in delivering the final data conversion. No changes in the data format or delivery method should be made after the conversion scripts are completed and approved by Client unless agreed to in writing by both parties. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur.

a)   Extract Programs

For the Client legacy data stored in MS Access, MS Excel, SQL Database, or CSV list, the Client can copy the entire database/document to the secure FTP site provided by Tyler. In these cases, the Client will not have to create extract programs.

For all other applications, including those maintained by third parties, the Client is responsible for converting the data into a format approved by Tyler as well as providing data maps and dictionaries for that data. These converted data files

and documentation will be uploaded to the FTP site provided by Tyler.

b)   Import Programs

Tyler will be responsible for importing the data into the Client System, including writing the scripts to import the data, compile it, scrub it, and validate it based on the Client's instructions. Tyler will use a combination of pre-written scripts and custom scripts that will read the data file, import the data, and create and/or update the appropriate Client System fields. Tyler will create reports of exceptions and exclusions after the data has been imported into the Client System; the Client will be responsible for reviewing the list of exceptions and exclusions and updating the Client System appropriately. Client may request Tyler's assistance to resolve importing exceptions and exclusions into the Client System. Tyler retains the discretion as to whether to perform any services in response to such request.

c)   Reconciliation Process

The data will be imported into the Client Testing environment after the core system is created, and the Tyler project team will review it. Once the data passes this initial inspection, Tyler will inform the Client that it is ready for review. The Client will be responsible for validating that the data has been correctly imported. Any discrepancies will be reported to the Tyler project manager, who will work with the Tyler project team to correct any issues and update the data in the Testing environment.

d)   Data Mapping

Tyler will provide the Client with a list of fields in the Client System and will assist the Client with matching those fields with the corresponding tables and fields in the legacy client systems. Tyler will review the data mapping with the Client and work to resolve any outstanding fields. Tyler's project manager will assist the Client with the data mapping process, offering guidance and advice as needed.

e)   Data Cleansing

Tyler's project team will review with the Client any fields the Client knows are incorrect, inaccurate, formatted incorrectly, etc. ("dirty") and document what actions are required to make those fields correct and/or standard ("clean"). Tyler has standard scripts used to scrub address and phone number data before it is imported in the Client System and will create custom scripts as needed to assist in other areas. Tyler will run these scripts on all the data that is imported into the Client System.

Lastly, Tyler will import the Client Data into the Staging environment and will require that the Client thoroughly review all data to ensure that fields have populated correctly and that the data has been cleaned satisfactorily. If there are changes required, Tyler and Client will work together to decide what data can be scrubbed before the final import and what will be the Client's responsibility to change after the data has been imported into the live Client System.

f)   Validations

Tyler will work with the Client to define specific and custom data validation rules. For example, if the Client's parcel numbers should all be entered in the format xxxx-xx-xxxx, Tyler will extract a list of numbers that were entered incorrectly and, if the correct number of digits is represented, auto-format the field when they import the data. Tyler's in-house tools include a zip code validation process, which cross-references the zip code, Client, and city information and generates a report of anomalies. This report will be sent to the Client for manual updating because Tyler will not know which element of the address is correct.

Tyler will also work with the Client to develop any custom validation scripts are identified during the design phase of the project. These scripts will automatically change the fields as part of the conversion process so that the Client will not have to clean the data in their old systems. Once the system is live, many of these validations will be built into the system by requiring the end-users to select from pre-determined drop down menus.

4.   Field Client

Tyler will provide an offline version of the CUPA system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client will include the CUPA Platform System modules and will be delivered after the CUPA Platform System is live in the production environment.

5.   Financial Module

The Financial Module tracks fees and payments for system-related permits, facilities, inspections, and other record types stored within the system. The Financial Module will include functionality that will allow credit card and electronic check payments to be processed through the public portal and recorded in the system.

6.   Communications Module

The Communications Module allows Client to process blast communications to contacts tracked in the CUPA system, including emails and faxes. The annual maintenance fee includes an unlimited number of emails sent from the Communications module and up to 250 faxed pages in a calendar month. Each additional page after 250 will incur a $0.15 per page charge, which will be invoiced on a quarterly basis.

7.   Inspector Scheduling

The Inspector Scheduling module is able to schedule new, routine, and complaint-driven inspections by address and geographically assigned areas and to log unscheduled inspections. This module allows users to quickly determine the inspection status of a facility or a permit or to prompt a follow-up inspection.

8.   Time and Activity Tracking

The Time and Activity Tracking module allows users to enter staff time by program element or specific project. All activities initiated from the system – inspections,

reviews, complaints, etc. – are automatically logged and tracked.

9.   Printable Forms

      a)   Standard Forms
The Client System currently includes the following standard forms that can be printed directly from the system. Each form is updated to include the Client's logo and contact information if necessary.

           (1)   CUPA Permits Form
           (2)   HazMat Business Plan Inspection Report
           (3)   HazWaste Generator Inspection Report
           (4)   Accidental Release Prevention Inspection Report
           (5)   Aboveground Storage Tank Inspection Report
           (6)   Underground Storage Tank Inspection Report
           (7)   Tiered Permit Inspection Report
           (8)   Invoice/Receipt

      b)   Custom Printable Forms
Clients are able to add up to five (5) custom printable forms for any program included in the CUPA Platform System and/or any custom modules added to the system.

10.   Reporting and Analysis
The Client System includes the Reporting and Analysis module, which contains the standard and custom reports described below. The reports return system data in real time and require no additional software installation. No report generation requires Authorized Users to have special knowledge of database design. Authorized Users will be able to run the following reports in the Client System without further specialized training.

Reports are dynamically generated within the system, and can be exported to any common format, e.g. HTML, XML, Microsoft Word, Microsoft Excel, and CSV. Client will also have access to the standard reports that are part of the Platform System.

      a)   Standard Reports

           (1)   Cash Drawer Report returns a list of payments entered by date.
           (2)   Invoicing Aging Report returns all fees and related invoices that are unpaid as of the time the report is generated. Invoices are grouped into aging categories: 30-60 days past due, 61-90 days past due, etc.
           (3)   Cash Flow Report allows users to search all payments received by date range, fee category, fee type, and/or payment method.
           (4)   Common Violation Report returns a list of the most common inspection violations cited, by date range.
           (5)   Inspection Compliance Report returns a list of establishments that have not had the appropriate number of inspections in a specific time frame.

(6)   Employee Productivity Report lists all tasks performed through the system (i.e. inspections, plan review check lists, complaint investigations) as well as all tasks entered manually into the system (i.e. training dates, phone calls, meetings) by employee for a specific date range.

(7)   Next Inspection Due

b)   Custom Reports

Clients are able to add up to ten (10) custom reports based on the data captured in the CUPA System through platform or custom modules. These reports will be defined, developed, and implemented after the CUPA Platform System is live in the production environment.

11.   Hazardous Materials Business Plans (HMBP)

The HMBP program tracks business plans submitted by companies. Companies will submit information through the public portal or will be synchronized with the CUPA system from the CERS system. The Client will review information for accuracy and completeness and verify submissions before the information is written to the database. Refer to Exhibit A for module details.

a)   Business Activities
b)   Business Owner/Operator Identification
c)   Chemical Inventory (HazMat Inventory Statement and HazWaste Inventory Statement)
d)   Emergency Response/Contingency Plan
e)   Employee Training Plan
f)   Record Keeping
g)   Aboveground Separation, Containment, and Monitoring Plan
h)   Facility Site Plan/Storage Map

12.   Hazardous Waste Generators (HWG)

The Hazardous Waste Generator module tracks information about waste and recycling activities, including detailed inspection information. Refer to Exhibit A for module details.

13.   Tiered Permits

Tiered Permits are a sub-type of the HWG program and refers to facilities that not only generate hazardous waste, but also treat it on-site. Refer to Exhibit A for module details.

a)   Permit by Rule

Allows a facility treating certain waste streams with designated methods of treatment to notify the Hazardous Materials Division of its operation and receive authorization to treat the material.

b)   Conditional Authorization

Applies to a category of waste streams which, if treated using a specified treatment technology and do not exceed established volumes of waste treated, are allowed to conduct the treatment upon notification to the Hazardous

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Materials Division.

c)   Conditional Exemption

Applies to a specific category of lower risk waste streams and treatment of limited volumes of waste authorized by the Hazardous Materials Division.

14.   Underground Storage Tanks

The Underground Storage Tank module tracks underground storage tank facility and permit information. This data will be submitted directly by the company through the public portal, reviewed by Client, and then auto-populated into the CUPA Platform System database. Refer to Exhibit A for module details.

a)   Underground Storage Tanks
b)   Underground Storage Tank Contracts
c)   Underground Storage Tank Certification of Installation
d)   Underground Storage Tank Monitoring Plan

15.   Aboveground Storage Tanks

The Aboveground Storage Tank module tracks general information about the Aboveground Storage Tank facilities. Refer to Exhibit A for module details.

a)   Aboveground Storage Tanks
b)   Aboveground Storage Tank Contacts

16.   Accidental Release Prevention

The purpose of the CalARP Program is to prevent accidental releases of substances that can cause serious harm to the public and the environment, to minimize the damage if releases do occur, and to satisfy community right-to-know laws. This is accomplished by requiring businesses that handle more than a threshold quantity of a regulated substance to develop a Risk Management Plan, which is a detailed engineering analysis of the potential accidental factors present at a business and that mitigation measures that can be implemented to reduce this accident potential.

The CalARP module tracks basic facility information and dates of key milestones. Refer to Exhibit A for module details.

a)   Safety Information
b)   Hazard Review
c)   Operating Procedures
d)   Training Requirements
e)   Maintenance Requirements
f)   Compliance Audits
g)   Incident Investigation Procedures

B.   Interfaces

1.   The Client System will be capable of interfacing with standard Microsoft Office products, MS Word and MS Excel. Each report generated from the system can be

exported into any of these formats that include CSV (Comma Separated Values), PDF, and HTML. The system's ability to export data into CSV allows the Client to upload data into virtually any other software program that supports data imports. Tyler can format the system output according to the Client's specifications. These custom formats will require development time and will be quoted on a case-by-case basis

2.   The Client System will be capable of interfacing with specific Tyler-approved outside databases automatically or through manual initiation of a process. The interfaces included in the system price are:

a)   Other Tyler software as interfaces are available to DHD
b)   State CERS Program Tiers 1-5

C.   Enhancements

Enhancements refer to special requirements that will be developed by Tyler.   All system work not described in this SOW, including but not limited to system changes outside the original system specifications, the addition of logic or functionality outside the original system specifications, printable form and report updates, data requests, on-site customer training, and data conversions, will be charged at a flat rate of $200 per hour if the request is within two (2) year of the execution date of this amendment, at then-current prices thereafter, not including travel costs or other expenses. Any work over and above the not-to-exceed contract amount will be presented to Client on a case-by-case basis. No work resulting in additional charges over and above the not-to-exceed contract amount will begin until an amendment or both Client and Tyler sign a modification to the existing contract.

XII.   Training

A.   Approach

The standard training procedures include step-by-step details that enable employees to perform their activities. Tyler's training staff will provide training agendas and materials to the Client System Administrators prior to training and will conduct all initial training through on line web conferencing. User training occurs before the system is implemented in the Production environment and takes place at the Client's site. Training lasts no more than three (3) days, depending on the number of users involved. It is the Client's responsibility to provide space for training that includes a computer with Internet access for each user.

Tyler uses train-the-trainer methods, breaking up users by program area and access permissions. Supervisors will be cross-trained on many areas of the system, and the system administrators, or super-users, will be trained on all areas of the system including setting up users and permissions and other administrative functions.

B.   Courses and Training Schedule

Tyler will conduct separate training classes for each level of user based on job description: inspectors, data entry, financial, administrative, etc. Additionally, Tyler will hold a class for managers and supervisors, who will have access to more tools than the average user.

Tyler will also have a course for Client System Administrators which will explain how to set up new users, how to set permissions, how to enter data into Client Issue Tracker, and how to

operate other tools that are only accessible to Client System Administrators. The Client System Administrators do not need any special technical training; the Client System Administrator tools are just as user-friendly as the rest of the System.

The actual number of training courses will depend on the number of Client staff involved, subject to the total amount of services included in the Agreement. Class sizes are determined based on the number of staff and access to computer equipment. The Client is responsible for providing telephone access and an Internet connection. Each Client staff member being trained should have access to a telephone and a computer during training. These computers can be desktops, laptops, or tablet computers, but all must have Internet and telephone access. Tyler does not recommend more than 2 users to each machine during training classes.

The Tyler project team will work with the Client to determine the best dates and times to conduct training. Training usually lasts no more than two (2) days total, with each category of user in active training for approximately two (2) hours total. Each class generally lasts between one and two hours.

Specific training agendas, dates, and times will be determined by the Tyler project team and the Client as the Client System approaches the go-live date.

C.   Documentation
Help documentation is a standard system feature and includes printed user guides, quick reference guides, and online versions of all printed documentation. These documents are created after final system acceptance to ensure the accuracy of the documentation. As changes and enhancements are made to the system, the electronic and hard copy documentation will be updated as necessary. System help documentation also includes a full manual, broken down by module.

D.   The training documents will also be available for Authorized users to review, download, and print from the Client Production System. The training manual will cover all aspects of the system and is available to all Authorized Users.

XIII.   System Landscape
The system landscape begins with the developer's local version of the system, which is saved on the developer's hard drive and is where they work to develop the Client System and features. This environment is known as the Local Server, or "Local Development."

Once the development team has completed a set or section of code, the code is sent to Tyler's Development Server, where Tyler's internal QA and Testing team reviews the Client System for obvious functionality bugs, logic, and screen flow, based on the System Documentation that was approved by the Client.

After Tyler's QA and Testing team approves that portion of the system, Tyler migrates the code and/or data to their Staging or Testing environment, known as "Staging." The Staging Server is a working copy of the final Production system that allows the Client to review and approve all aspects of the Client System, including data, before the system goes live. The Tyler project team will review with the Client the features and functionality, and provide a UAT plan for Client to follow. The Client will test the system to ensure that functionality and data matches the approved System Documentation and the UAT

plan.

After the Client signs the Final Approval of the system elements and/or data, Tyler will implement the information on the live Client System site, or "Production." This is the Client's live environment and the system that will be used in real time. Once the entire system and all data are operating on the Production server, the Client will sign a final system approval accepting the Production version of the Client System. The Staging environment remains available to the Client through the life of the contract. If additions or major changes to the system are added to the scope of this contract, Tyler and Client will follow these procedures to design, develop, review, and accept those changes. The Client will review on Staging server, and after Final Acceptance, Tyler will implement the changes on Production.

XIV.   Key Assumptions

This SOW and Tyler's estimates to perform this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure.

A.   Logistics
1.   Services provided under this Statement of Work will be performed at Tyler offices. No services will be provided at the Client's site unless otherwise specified in this SOW.
2.   Requests for on-site visits to the Client's location will be evaluated on a case-by-case basis and will be subject to monetary charges over and above those detailed in this Agreement.
3.   Tyler will provide the Services under this SOW during normal business hours, 8:00 AM to 6:00 PM EST Monday through Friday, except national holidays. If necessary, the Client agrees to provide to Tyler after-hours access to the Client staff as becomes necessary for the purpose of meeting projected milestone dates.
4.   Client employees are expected to execute the tasks and activities identified in this SOW based on the project timeline.
5.   Any conflicts will be resolved per the Escalation Procedures outlined in Section X.c

B.   Resources
1.   Tyler and the Client will provide at a minimum the staff resources as shown in Section IX.b.
2.   Any contractors or consultants whose services are acquired directly through Tyler or the Client in connection to this project will perform their assigned tasks in a timely manner. All Client contractors and consultants will be bound by the terms of this Agreement.
3.   The Client and Tyler will make commercially reasonable efforts to provide continuity of its core project team skills throughout the implementation project.

C.   General
1.   The Client and Tyler understand that the timely completion of schedules and the meeting of all deadlines set forth in this SOW are important to the successful completion of this project. Tyler and the Client agree to carry out their tasks and responsibilities in accordance with the mutually accepted detail project work plan. Any schedule deviations have the potential to impact the resources, price, and timeline of this SOW.

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XV.   Methodology and Responsibilities

To implement the functional scope in this Statement of Work, Tyler and the Client will work under a defined plan. The project will consist of a phased plan.

A.   Phase 1: Design

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Conduct Kick-off meeting	X			X
Conduct initial design meeting	X			X

Design Phase 1:
        Flow Charts
        Screens
        Tables
        Generated Reports
	X			X

Review design documentation for Phase 1		X	X	

Design Phase 2:
        Reports/Queries
        UAT Plan
        Data Conversion Map
	X		X	

Create data mapping template	X			X
Create conversion plan	X			X
Create security plan	X			X
Review design documents for Phase 2		X	X	
Return all changes to documents to Tyler		X	X	
Develop final design of flow charts, screens, tables, generated reports, reports, narratives, test plans, and data conversion maps	X			X
Review final design of system		X	X	
Update design documents with final changes	X			X
Review and sign off on deliverables		X	X	

B.   Phase 2: Development

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Develop system according to approved design	X			X
Run data cleansing scripts	X			X
Perform data cleansing	X			X
Create sample data conversion for testing		X	X	
Create the extract programs	X			X
Create the import programs	X			X
Create interfaces programs	X			X

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Setup or build security	X			X
Create reports/forms	X			X

C.   Phase 3: Test

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create Test Plan	X			X
Demo system	X			X
Grant access to development system for testing	X			X
Test the application and report defects		X	X	
Fix the defects	X			X
Test conversion programs		X	X	
Test interfaces		X	X	
Test security		X	X	
Test reports/forms		X	X	
Sign off on deliverables		X	X	

D.   Phase 4: Training

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create training plan	X			X
Provide access to training system	X			X
Create training materials	X			X
Conduce end-user training	X			X
Sign off on deliverables		X	X	

E.   Phase 5: Go-Live

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create transition plan	X			X
Execute system tests	X			X
Run data extract programs in legacy systems		X	X	
Deliver final data to Tyler		X	X	
Run import programs to load data	X			X
Run validation programs	X			X
Conduct final data reconciliation		X	X	
Sign off on system		X	X	

F.   Phase 6: Field Client

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm applications for field client	X			X
Develop field client	X			X
Install field client	X			X
Test Field Client		X	X	
Correct issues as identified by Client	X			X
Deliver final field client	X			X
Conduct final field client testing		X	X	
Sign off on field client		X	X	

XVI.   Completion Criteria

A.   Throughout the project and after each deliverable to the Client, Tyler will provide approval and signoff documentation for Client review and signature. These signoff documents will constitute formal acceptance of the deliverable and approval for the corresponding payment milestone to be invoiced. No further production or project work will be performed or delivered until the Client signs the approval documentation.

B.   Tyler will have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

1.   Tyler accomplishes the activities as described in Section IIa: Project Scope.
2.   Client or Tyler terminates this Project in accordance with the provisions of the contract between the Client and Tyler.

XVII.   Implementation Schedule

A.   Implementation Timeline and Project Plan

The Project Plan may be updated upon mutual agreement as priorities and deliverable dates change throughout the project phases. Any change to the Project Timeline will be sent to the Client for authorization and signature. The most recent approved Project Plan supersedes all previous editions, regardless of approval status, and is considered a de facto amendment to this SOW. Any schedule changes requested by the Client may require a change to the due date for deliverables.

 Each instance of delay requested or caused directly by the Client, up to and including the seven (7) working days of a single instance of delay, will be added to the remaining contract timeline on a day-for-day basis; e.g. a three (3) working day Client delay will move the remaining timeline milestone dates ahead up to three (3) working days.

For each single instance of delay caused by the County that extends past seven (7) working days, Contractor reserves the right to extend the remaining contract timeline up to two (2) working days for each one (1) working day of delay; e.g. a fifteen (15) working day Client delay may move the remaining timeline milestone dates ahead up to thirty (30) working days.

For purposes of this Section, "working day" refers to any regular business weekday, excluding federal holidays; "the Work" means Tyler's obligations set forth in this SOW.

XVIII.   Resources
Client and Tyler will jointly staff the Tyler Implementation project.   All staff assigned to the project will be assigned tasks in the Project Work Plan.

A.   Client Resources

Role	Responsibilities	Time Required
Project Sponsor	The Client Department will provide a project sponsor for the duration of the project. The project sponsor will participate in the regularly scheduled project status meetings, when necessary. S/He will set priorities, approve scope and have final budget authority. The Project Sponsor should periodically review project progress and provide feedback on the performance of the team. When conflicts impede the completion of these responsibilities, the sponsor is responsible for negotiating a solution.	Approximately 3 – 5 hours per week over the design and development period of the project, depending on sponsor's involvement. This includes sitting in on the 45 minute – 1 hour status calls each week.
Project Manager	The Project Manager will have primary ownership of the operational aspects of the project and will provide day-to-day direction to the project team. The Project Manager's responsibilities include: - Manage the Client personnel and responsibilities for this project. - Serve as the single point of contact between Tyler and all Client departments participating in the project. - Administer the Project Change Control Procedure with the Tyler Project Manager. - Participate in project status meetings. - Resolve deviations from the estimated schedule, which may be caused by the Client. - Help resolve project issues and escalate issues within the Client's organization, as necessary. - Review with the Tyler Project Manager any Client invoice or billing requirements. - In general the Project Manager is responsible for the communication and integration between the individual teams both internal and external to the project. The Project Manager is, in many cases, also the Project Sponsor.	1 hour each week for status calls (if necessary) 3 hours per program for design preparation* 10 hours per program for design review, spread out over 8 – 16 weeks* 1 week to run testing scripts 3 days for training*
IS Support	Responsible for working with Tyler on all data-related issues, including providing initial and final data sets for conversion into the CUPA System.	10 – 20 hours total

Role	Responsibilities	Time Required
Subject Matter Experts (SMEs)	Provide information to Tyler about the Client's business processes, forms, business rules, etc. for custom module builds. Also review and comment on the programs, tools, and requested features as they are completed. For conversion, SMEs will be responsible for mapping the data from the old systems to the new system, "cleaning" the old data, and validating that the data has been converted accurately.	• 1 hour each week for status calls • 3 hours per program for design preparation * • 10 hours per program for design review, spread out over 8 – 16 weeks * • 1 week to run testing scripts • 3 days for training*

B. Tyler Resources

Role	Responsibilities
Project Manager	The Tyler Project Manager will function as the Project Team Leader during the duration of the project. The Tyler Project Manager will work with the Client Project Manager to manage the Client resources assigned to the project, or as defined in the project schedule. The project schedule and other parameters established by the Project Sponsor shall serve as the governing document for the Tyler Project Manager. These responsibilities will include but not limited to: • Review the SOW and the responsibilities of both parties with the Client Project Manager; • Maintain communication with Client staff through the Client Project Manager; • Establish documentation and procedural standards for the development of the project; • Prepare a detailed Project Work Plan for performance of this SOW which defines the detailed tasks and schedule responsibilities; • Measure and evaluate progress against the Project Work Plan; • Resolve deviations from the Project Work Plan; • Maintain an Action Register for action items; • Conduct regularly scheduled project status meetings; • Review and administer the Project Change Control Procedure with the Client Project Manager; • Coordinate and manage the activities of Tyler's project personnel. • Create design documents. • Assist the Client with data conversions. • Create and maintain a document distribution list.
Developers	The Tyler Project Manager will coordinate the Tyler developers. Developers will be assigned specific tasks to include but not limited to: • Create and test technical programs. • Create technical documentation.

Role	Responsibilities
Trainers	The Tyler Project Manager will coordinate the Tyler trainers. Trainers will be assigned specific tasks to include but not limited to: • Create training plan • Create training documentation • Coordinate the "Train-the-Trainer" program • Coordinate the delivery of the training.

* These duties and time allotments are shared between the Client Project Manager and the SMEs.

XIX.   Project Procedures

A.   Project Change Control Procedures
The following is a detailed process to follow if a change to this Statement of Work (SOW) is required.

1.   A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
2.   The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. The submitting party will indicate whether the change constitutes minor or major change as defined in this document.
3.   Both the Tyler Program Manager and the Client Project Manager will review the proposed change and approve it or reject it.
4.   A written Change Order must be signed by both parties to authorize implementation of the change.
5.   Tyler will evaluate each Change Order on a case-by-case basis to determine if it is included in the current SOW or if it requires additional functionality or enhancements not represented under the agreement. Client may be responsible for additional charges for some Change Orders. Client will be informed in writing if any additional costs will be incurred as a result of a Client Change Order request, and until the Agreement and SOW are modified no design or development work will begin on the Change Order request.
6.   Tyler reserves the right to adjust the Project Timeline in order to incorporate Client requested Change Orders. Additional time or monetary charges will occur if the Change Order is requested during the development period of the project process. Client will be notified in writing before such charges are applied to the Agreement and/or SOW.
7.   Tyler reserves the right to delay design and/or implementation of the Change Orders until all outstanding payment milestones have been paid in full that are not in dispute. Additionally, Tyler reserves the right to delay the start of any Change Order work until after the original system, as described in this Statement of Work, has been approved, accepted, and is live on production servers.

B.   Approval and Acceptance Procedure
Each deliverable document, as defined in Section VIIa: Completion Criteria will be approved in accordance with the following procedure:

1.   One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2.   Within seven (7) working days the Client Project Manager will either approve the deliverable or provide the Tyler Project Manager a written explanation of deficiencies.

3.   Within seven (7) working days the Tyler Project Manager will respond and resubmit, in electronic form, the revisions and/or the updated final version to the Client Project Manager for approval. The Client Project Manager will provide a response and/ or final written approval within seven (7) working days.

4.   Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager. Reasonable delay is defined as a delay that will not affect a payment deliverable more than seven (7) working days.

C.   Escalation Procedure

1.   When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

2.   Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

3.   Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

4.   Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

5.   During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _[signature]_

Mary Alice Willeford,
Acting HHSA Assistant Director

Date: 4-6-2020

Budgeted: ☒ Yes ☐ No
Budget Unit: 4011
Line Item: 86-2189, 86-2239
Org/Object Code: EH Admin
Grant: ☐ Yes ☒ No
Grant No.:

COUNTY OF MENDOCINO

By: _[signature]_

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: JUN 1 1 2020

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _[signature]_
Deputy   JUN 1 1 2020

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _[signature]_
Deputy
                    JUN 1 1 2020

INSURANCE REVIEW:

By: _____
Risk Management

Date: 5/5/2020

CONTRACTOR/COMPANY NAME

By: _[signature]_

~~Chris Harpenau, Account Executive~~
Chris Hepburn – President, Enterprise Group
Date: 5/11/2020

NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
~~678-833-3155~~
~~chris.harpenau@tylertech.com~~

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed
this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Matthew Kiedrowski
Deputy

Date: 5/5/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _[signature]_
Deputy CEO

Date: 5/5/2020

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ 20-117
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

✨ tyler