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**Lucas County  
Information Services**

Cynthia Waldmannstetter,  
PMP  
Director

One Government Center  
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Toledo, OH 43604

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Date: May 2, 2013  
To: Lucas County Data Processing Board  
From: Cynthia Waldmannstetter, LCIS Director  
Subject: Tax Accounting Annual Maintenance

Attached is the first annual support renewal for Lucas County's new tax accounting system, iasWorld from Tyler Technologies. This support agreement cost was reviewed at the September 2012 Data Processing Board meeting and the proration approved for the 2013 budget submission.

Tyler Technologies is the sole source provider for this support. The annual fee will be prorated as follows:

Auditor Real Estate:	\$206,244	85%
Treasurer:	\$ 24,264	10%
BOC:	\$ 12,132	5%
	<hr/>	
Total:	\$242,640	

Funds should be available from the above three entities for 2013 as follows:

REA: 2030-0170-530700  
DETAC: 2160-1340-512110  
BOC: To Be Determined



4100 Miller-Valentine Court  
 Moraine, OH 45439  
 P. 800-800-2681  
 F. 566-613-4213  
 www.tyler.com

**INVOICE**

**Bill to:**  
 Honorable Anita Lopez  
 Lucas County Auditor  
 One Government Center, Suite 600  
 Toledo, OH 43604-2255

**Project #:** 115315  
**Invoice #:** 407-13CL  
**Date:** 04/01/13

**Direct Inquiries to:**  
 Tyler Technologies, Inc.  
 4100 Miller-Valentine Court  
 Moraine, OH 45439  
 (800) 800-2681

Job Description	Amount
FEDERAL I.D. # 75-2303920	
For services rendered under Articles of Agreement for iasWorld Implementation contract signed December 22, 2011	
Total Contract: \$1,998,610.00 See Attached for Fixed Price Detail	
<b>Ongoing Annual Maintenance:</b>	
See Exhibit 2 - Payment Schedule	
<b>Year 1: 4/1/13 - 3/31/14</b>	
Base iasWorld Software Maintenance	\$ 235,410.00
Oracle Annual Technical Support	\$ 7,230.00
Terms: Net 30 Days	

**Amount Due: \$242,640.00**

**PLEASE SEND REMITTANCE TO:**

Client Copy

Tyler Technologies, Inc.  
 P.O. Box 203551  
 Dallas, TX 75320-3551



4100 Miller-Valentine Court  
 Moraine, OH 45439  
 P. 800.800.2581  
 F. 566.658.4258  
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## LUCAS COUNTY DATA PROCESSING BOARD MINUTES

Thursday, September 6, 2012

### **Voting Members Present:**

Anita Lopez, Auditor  
Jeanine Perry, Recorder  
Dan DeAngelis, Board of Elections  
Meghan Gallagher, Board of Elections  
Eric Zatko, Common Pleas Court Rep.  
Lila Shousher, Treasurer's Office Rep.  
Peter Ujvagi, Commissioner's Rep.

### **Advisory Present:**

Jason Gears, LCIS  
Cindy Waldmannstetter, LCIS

### **Attendees:**

Adam Hansen, Recorder's Office  
Bill Benner, Auditor's Office  
Mark Austin, Treasurer's Office  
Jim Roberts, JFS  
Tom Dodds, Facilities

### **Recording Secretary:**

Karen Schnitkey

- 
- Cindy Waldmannstetter called the meeting to order.
  - Motion to approve the minutes of the August 2, 2012 meeting made by Jeanine Perry and seconded by Anita Lopez; motion carried.

### **Purchasing Requests**

#### LCIS

Jason Gears presented a request to purchase a new Dell PowerEdge server and KVM interface to replace two existing servers used by the treasurers and LCIS that are 5 and 7 years old. LCIS and the treasurer will share one large server, which will save money on hardware support and licensing. The server cost will be split between LCIS and the treasurer. LCIS will purchase the Avocent KVM interface adapter. Total cost to LCIS is \$6118.88. Funding is available in the LCIS equipment fund #1010-0160-530100. Total cost to the treasurer is \$6027.66. Funding is available in the Treasurer's DETAC equipment fund #2160-1340-530100. Anita Lopez made a motion to approve, seconded by Peter Ujvagi; motion carried.

#### JFS

Jim Roberts presented a request for the approval for use of social media to increase the accessibility of suitable information for residents through Facebook and Twitter. Jason Gears asked if CivicPlus would be used for updates to the sites, Mr. Roberts replied that they would use CivicPlus for updates. Peter Ujvagi made a motion to approve, seconded by Eric Zatko; motion carried.

#### Facilities

Tom Dodds presented a request to purchase a second FacilityDude.com module for inventory control. This will reduce departmental costs through optimization of supply purchases and

distribution and allow a better means of cost tracking. County Commissioners have approved the purchase. Inventory Edge will cost \$7,061.09 for startup online training and one year of support. Annual support costs will be \$5481.00 after the first year. Additional cost of a bar code scanner and accessories will cost an estimated \$1000.00. Ms. Lopez commented that this program could be a good resource for other departments in the future. Peter Ujvagi made a motion to approve, seconded by Anita Lopez; motion carried.

### Old Business

#### Board of Elections

Mr. Ujvagi stated that, with the Secretary of State's assistance, concerns at the BOE regarding IT issues are being addressed at this time.

#### Tax Accounting Project/LCIS 2013 Operating Budget

Ms. Waldmannstetter presented a breakdown of the costs and allocations of the Tax Accounting/CAMA on-going support costs of the proration of 85% from Auditor Real Estate, 10% from the Treasurer DETAC, and 5% from the Board of Commissioners. Additional costs for hardware annual support agreements will be paid for from the LCIS general fund budget. She also proposes that the internal applications support amount be prorated at 50% with general funds and 50% with the real estate assessment funds. Ms. Waldmannstetter requested of the board the approval of the proration of the support contract at 85%-10%-5%. Ms. Lopez added that these allocations of costs for on-going support can be achieved if the Auditor's office does not realize a 2013 budget reduction. Mr. Ujvagi stated that the Commissioners are supportive of the distribution of costs and allocations for the on-going support costs and that 2013 budget considerations are currently being reviewed. Ms. Waldmannstetter also presented the LCIS 2013 Operating Budget for approval.

Mr. Austin moved to accept the LCIS budget and the proration of on-going support costs. Mr. Ujvagi recommended that the motion be amended to accept only the proration of the support costs so that DP Board members can review the LCIS budget. Ms. Lopez stressed the need for the proration to be contingent on the Auditor's 2013 budget not seeing a reduction. Mr. Austin withdrew his motion.

After further discussion and clarification, Mr. Austin made a motion to accept the DP board budget and the proration of support costs as submitted by Ms. Waldmannstetter. Further discussion ensued regarding the Auditor's budget concerns. Mr. Austin withdrew his motion.

Eric Zatkan clarified that the LCIS budget meets the reduction as requested by the County Commissioners and has been submitted to the DP board for approval. It was noted that the LCIS budget requires approval from the DP Board before being submitted to the County Commissioners. Motion made by Mr. Austin to accept the 2013 LCIS budget including the proration of the tax accounting projects on-going support costs as submitted by Ms. Waldmannstetter, seconded by Ms. Perry; motion carried.

New Business

There is no new business at this time.

Motion to adjourn made by Mr. Zatko, seconded by Mr. Austin; motion carried.

  
Anita Lopez, Secretary of the Board

  
Cindy Waldmannstetter, Director, LCIS

KAS

**ARTICLE 1. SCOPE**

This Agreement sets forth the terms and conditions pursuant to which the County retains the Company to provide to the County the Company's iasWorld solution as defined in Exhibit 1, 'Scope of Work'.

**ARTICLE 2. TERM**

Before beginning this project, the County shall provide the Company a duplicate original of the executed contract which shall serve as the notice to proceed.

Any reasonable changes agreed to by the Company and the County's Project Manager in the description of the work to be performed under this Agreement and time for performance shall be processed through the County's change order process.

This Agreement shall commence upon Contract Execution and shall continue until project acceptance or March 31, 2013, whichever comes first.

**Subsequent Period of Agreement.** The first Annual Maintenance Period shall begin on project acceptance or April 1, 2013, whichever comes first, and continue for a twelve (12) month term. Additional Support Periods shall begin (renew) at the end of each previous Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the then current Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Company may increase or decrease prices for Maintenance Services to be effective at the beginning of any renewal of a Period by providing the County written notice of such change at least 90 days prior to such renewal. The Company has agreed to hold the hourly rates as described in Exhibit 2 – 'Time and Materials Rates' firm for the duration of the implementation project. Beginning with the first maintenance renewal, the Company may change hourly rates as listed in Exhibit 2 – 'Time and Materials Rates', for additional Services not specifically listed in this Agreement, and as authorized by the County, by providing written notice of such change at least 90 days prior to performing such Services. Any increase shall be negotiated prior to each renewal.

**Time of Performance.** The Company's time of performance of the Agreement is contingent upon the performance of the County responsibilities contained in Exhibit 6 – County Responsibilities section of this Agreement and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control. Occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of penalty provisions should such occurrence materially increase the degree of difficulty of project execution. If the County fails to make timely deliveries of such information, the Company's obligation to perform the services provided in this Agreement shall be suspended until such information is received.

**ARTICLE 3. COMPANY'S COMPENSATION AND PAYMENT**

The total financial obligation of the County to the Company for the iasWorld Implementation is listed in Exhibit 2 – Payment Schedule. The Company will invoice the County in accordance with Exhibit 2 – Payment Schedule and the County shall pay the undisputed amount within thirty (30) days after receipt of said invoice. All disputes over acceptance and payments shall be handled in accordance with the provision of Article 15.

# **SERVICE LEVEL AGREEMENT**

## **Maintenance**

## Scope of Services

The following outlines the standard support provided by Tyler Technologies, Inc. (Tyler) for the following software systems installed on the County's iasWorld hardware, for the time period specified in the Articles of Agreement.

System	Module
iasWorld	CAMA/Tax Standard
iasWorld	Inquiry & Appeals Tracking
iasWorld	Delinquent Tax
iasWorld	Field Management
iasWorld	Manufactured Homes
iasWorld	Public Access

Table 1 – Base System Details

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

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

### 1. Terms and Definitions

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

#### 1.1 Base System

Tyler Technologies Software, as listed in Table 1 above, running on the County's iasWorld hardware.

#### 1.2 System Error

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

#### 1.3 Updates

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

#### 1.4 Maintenance or Maintain

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

1.5 VPN

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

1.6 Coverage Period

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

1.7 Business Day(s)

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

**2. Hot Line Support**

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined in item 2.3 below, subject to item 9 of this Agreement. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-487-8326

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 10 of this Scope of Service.

2.3. Hot Line Support Considerations

The Company shall respond to the County’s request for telephone assistance within four (4) working hours from the initial call.

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

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

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

### **3. Online Support**

During the coverage period, the Company will provide access to the ONYX on the Internet in order for the County to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

#### 3.1. ONYX Access Details

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

#### 3.2. ONYX Support

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

### **4. Modification and Change Procedure**

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

### **5. Updates**

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

#### 5.1. iasWorld Updates

It is the responsibility of the County to schedule the update(s) and inform the Company of any assistance needed. The Company will distribute an estimated schedule of when releases and patches will be available. The Company will provide assistance in performing such updates, via dial-up connection, during the Company's normal business hours. Onsite assistance may be obtained at time and materials rates. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. The Company reserves the right to back-port certain bug fixes to the County's current version of iasWorld or require that the County upgrade to a newer release to obtain the required fix.

#### 5.2. iasWorld Data Tables

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

#### 5.3. Operating System (OS) Updates

The County is responsible for obtaining update(s), notifying the Company of the update(s), and installing update(s). IT outsourcing or the system vendor might be needed for these updates. It is the County's responsibility to contact and leverage these resources as needed. The Company strongly recommends that the County perform a system export/backup before updating the OS.

#### 5.4. Oracle Updates

The County is responsible for scheduling updates to the Oracle software in order that the

County is on a version supported by Oracle. The Company will provide assistance in performing such updates via dial-up connection during the Company's normal business hours. On-site assistance may be obtained at time and materials rates.

#### **6. Legislative Changes**

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

#### **7. Data Ownership**

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

#### **8. Backups and Recovery**

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

- The Company does not take responsibility for any backup process or emergency plans in which the County engages.
- The Company strongly suggests that the County have a backup and recovery plan for the system and data. The Company also recommends a safe storage for the County data (i.e., offsite storage of data tapes).

#### **9. Dependent Software Licenses**

The County is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products including, but not limited to, hardware operating system, Adobe, ESRI, EDMS, etc.

#### **10. Server Operations**

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

#### **11. Remote Access**

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

#### **12. Out of Scope Items**

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

- 12.1. Resolution of problems that arise out of the County's misuse of the system.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Recovery of software, operating system, or data due to system or hardware failure.
- 12.4. Modification of the iasWorld code, incremental to modifications covered under this Agreement.
- 12.5. Modification of iasWorld reports, incremental to modifications covered under this Agreement.

- 12.6. Updates to iasWorld cost tables, tax rate tables, etc.
- 12.7. Onsite training, incremental to training covered under this Agreement.
- 12.8. Oracle DBA and network administration activities. Such support may be provided in an additional service level agreement.
- 12.9. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the County's business cycle.
- 12.10. Performing the iasWorld upgrade on-site.
- 12.11. Errors and problems that arise out of the County's modification of the base system code.
- 12.12. Errors and problems related to other 3<sup>rd</sup> party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

### **13. Additional Support**

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

## 2012 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2012 are as follows:

	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
Project Manager	\$175.00	\$220.00
Database Administrator (DBA)	\$165.00	\$205.00
Technology Staff	\$150.00	\$185.00

Appraisal staff rates can be supplied as requested.

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

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

**EXHIBIT 3**  
**ONGOING MAINTENANCE**

### **EXHIBIT 3 - ONGOING MAINTENANCE**

#### **1.0 SERVICES TO BE PROVIDED**

The Company will provide to the County in a professional and workmanlike manner technical support for the iasWorld software modules identified in Paragraph 3 below.

#### **2.0 PERIOD OF SUPPORT**

The period of initial iasWorld Support shall begin upon contract signing and continue until user acceptance or March 31, 2013, whichever comes first. Additional support periods shall automatically renew in accordance with Article 2 of the Agreement.

#### **3.0 iasWORLD MAINTENANCE SUPPORT**

For the products itemized below, this maintenance support agreement is for unlimited use licenses based on the County's population.

- iasWorld CAMA/Tax Standard
- iasWorld Inquiry & Appeals Tracking
- iasWorld Delinquent Tax
- iasWorld Field Management
- iasWorld Manufactured Homes
- iasWorld Public Access

During the maintenance period, the Company will design, code, test, document and deliver any amendments or alterations (the "Amendments") to the software that are necessary to correct or avoid any defect in the software which is present at the time of delivery, or is discovered during County usage, and affects performance of the software in accordance with the functions set forth in the system as developed under this Agreement.

The Company shall only be responsible to correct defects, which are documented or submitted in writing during the maintenance agreement period. Oral notification or other unwritten complaints will not constitute notice.

#### **4.0 IASWORLD SUPPORT ACTIVITIES**

The Company shall be available to furnish the County with the following services:

##### **4.1 IASWORLD MAINTENANCE SUPPORT**

4.1.1 *Maintenance Support.* The Company warrants that the iasWorld software, plus any State of Ohio non-site specific software changes and any County site-specific changes subsequently added to this group of products called Base System, when operated on the County supplied server, will perform the functions as described in the then current iasWorld published materials.

At any time during the duration of this Agreement as stated in Paragraph 2, Period of Support, of this Exhibit 6, the Company shall not be required to correct defects in any of the Company software caused by the County's negligence, improper installation or operation of the Company's software, or other improper action by the County operating the Company's software installed pursuant to the Scope of Services.

- 4.1.2. *Periodic Updates.* The Company will make available to the County information concerning enhancements it has made to its iasWorld Product. The Company will send a copy of the new iasWorld Property Tax Engine source code to the County, as new releases are made available.

The County will be responsible for installing the new base system on County hardware and executing appropriate tests to ensure that the new base system executes properly on County hardware. The County will also be responsible for making any and all site-specific modifications to the new base system source code that had been included in the prior versions.

- 4.1.3. *iasWorld Users Group.* For the duration of this Agreement, as stated in Paragraph 2 of this Exhibit, PERIOD OF SUPPORT, the County shall have all voting privileges as defined in the IAS/iasWorld Users Group Bylaws, for each of the installed products.