

**PROFESSIONAL SERVICES AGREEMENT  
WITH TYLER TECHNOLOGIES  
TO PROVIDE DATA COLLECTION SERVICES**

**THIS AGREEMENT** is made and entered into on this 28<sup>th</sup> day of February, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **TYLER TECHNOLOGIES** (hereinafter referred to as the "Contractor").

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals, RFP #2012-0001-AS/MS, for the procurement of the data collection services; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified offeror, the County has determined Contractor as the most responsive and highest rated offeror; and

**WHEREAS**, the County requires these services and the Contractor is qualified and willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

A detailed scope of work and method for data collection services is provided as Appendix A, attached herein and incorporated herein, of this Agreement.

**2. COMPENSATION, INVOICING, AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed One Million Eight Hundred Sixty Thousand and Five Hundred (\$1,860,500.00) dollars, exclusive of any applicable gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

2) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. County will notify Contractor if and when County has paid Contractor the full not-to-exceed amount stated above prior to the expiration of the term of this Agreement. Absent an approved amendment to the contract amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for deliverables and

services performed.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services and withhold unacceptable or disputed amounts. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

E. Payment of billings is due within thirty (30) days after the date of the County's receipt of a billing from the Contractor. Failure of the County to make payment on undisputed amounts within forty-five (45) days of the County's receipt of a billing shall entitle the Contractor, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of up two (2) additional years, on a year-to-year basis, upon the approval of Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks and services set forth in Appendix A, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 and Appendix A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

## **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, services, software and licenses at the amounts and rates set forth herein and as determined in accordance with the specifications and requirements set forth in this Agreement, performed up to the effective date of termination, plus such other charges as may be agreed upon by the parties. The County shall not be liable for any work or services performed or provided after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. In the event of nonappropriation, the County shall give written notice specifying the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice and such termination shall be without penalty to the County; however, the County shall pay the Contractor for acceptable work, services, software and licenses at the amounts and rates set forth herein and as determined in accordance with the specifications and requirements set forth in this Agreement, plus such other charges as may be agreed upon by the parties, performed up to the effective date of termination by the County due to nonappropriation. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement are deliverables belonging to Santa Fe County. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

#### **14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

#### **15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### **16. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### **17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### **18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico as such laws existed on the effective date of this Agreement, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

C. In the event that the laws of the State of New Mexico change so as to create additional work or services for the Contractor not provided for in this Agreement, the parties may amend the compensation and/or contract time as necessary.

## **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not

limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: Tyler Technologies  
Attn: David J. Johnson  
President, CLT Appraisal Services  
3199 Klepinger Road  
Dayton, Ohio 45406

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. This Agreement and Contractor's obligation hereunder do not have any relationship with any of the Santa Fe County Commissioners, County Assessor, employee of the County Assessor, and no elected official within the State of New Mexico shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any capacity with the contractor.

D. Neither the contractor nor its parent company or subsidiaries, if any, may represent any property owner or taxpayer filing a tax appeal or protest with respect to the revaluation and data gathering completed by the contractor.

E. In the event the Contractor or any officer, employee, or staff member of the Contractor who owns an interest in real property situated within Santa Fe County, the Contractor, employee or staff member shall disclose in writing to the County Assessor the name, address, block and lot number of the property owned within three (3) days after learning of the conflict.

F. Contractor and its employees agree not to disclose to anyone, per NMSA § 7-38-4, except the County Assessor for any purpose, or to permit any person or entity to use or peruse any of the information and data in connection with this data gathering contract. Any confidential information and data supplied to the Contractor in connection with this contract shall remain in possession of the Contractor. At the conclusion of the Scope of Work or upon any termination of this Agreement by either party, all such information shall be turned over and returned to the County.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. LIMITATION OF LIABILITY**

A. The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential

damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

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

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

## 27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## 28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. Liability (including Umbrella) Insurance and Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability (including Umbrella liability) and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. The Contractor will also have an Employee Dishonesty endorsement with their General Liability. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**29. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**30. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints, Capitol Document Services, a New Mexico resident company located at, 55 Old Santa Fe Trail,, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**33. FORCE MAJEURE**

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

B. If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take

a commercially reasonable measure to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

**34. NON-SOLICITATION**

During the term of this Agreement, as may be extended or amended by the parties, the County will not actively solicit for employment or hire any of Contractor's employees without the express written consent of the Contractor.

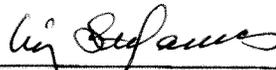
**35. SURVIVAL**

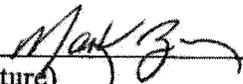
The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

**CONTRACTOR:**

  
\_\_\_\_\_  
Liz Stefanics, Chair  
Santa Fe Board of County Commissioners

  
\_\_\_\_\_  
(Signature)

By: MARK BROWN  
(Print Name)

**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

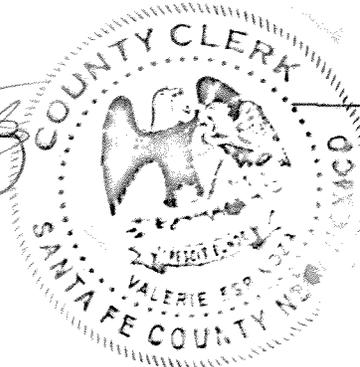
Its: Assistant Secretary  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

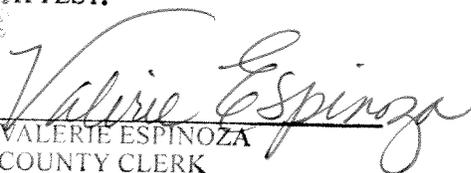
**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa Martinez  
Santa Fe County Finance Director

75-2303920



ATTEST:

  
\_\_\_\_\_  
VALERIE ESPINOZA  
COUNTY CLERK

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## Project Scope and Schedule

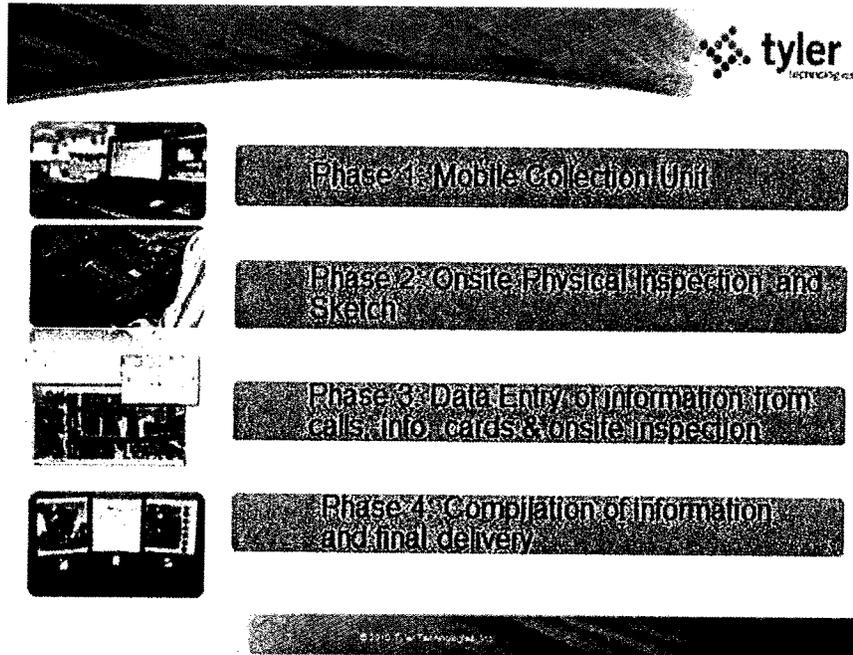
Tyler Technologies has carefully considered Santa Fe County's Request for Proposals for residential Data Collection Services along with the County's goals and requirements associated with the project. In response, we proudly offer a best practices solution to assist the County in its objective to build and enhance its current database of residential property characteristic information. We propose to partner with the County to collect necessary information, as well as using local government's existing data as the source for identifying and field verifying land records, building characteristics, and capturing images of sufficient resolution to determine grade and condition at the computer desktop.

Tyler Technologies has the necessary technical, management, and administrative staff to fully support our customers. We have carefully selected and trained our staff and are uniquely positioned to include as part of this effort, project managers, computer hardware and software engineers, GIS specialists, and field data verification staff. All told, Tyler has completed similar collection projects – both for small rural jurisdictions as well as major metropolitan regions throughout the US – in areas such as New Orleans, LA (immediately after Hurricane Katrina), Dallas, TX; Chicago, IL; Columbus, OH; Cincinnati, OH; Miami-Dade, FL; Fairfax, VA and Washington, D.C.

The methodology for collection, organization, workflow, public relation aspects, and compilation of such information should not be taken lightly. The vast experience, quality, consistency, and thoroughness of our process is what sets Tyler Technologies apart from all other vendors. Our Company is wholly dedicated to serving public entities and we consistently undertake such work efforts for well over one million land parcels each year on behalf our clients.

Tyler's Field Data Collection and Verification process has been internally developed and rigorously field-tested on tens of millions of parcels. Our proposed approach will insure a seasoned Company appraiser will collect all subjective data, while locally hired and trained personnel will be employed and trained to collect objective data. This approach balances the need for an appraiser's judgment with the use of Santa Fe County residents. It provides maximum and immediate return of invested dollars back into the community. To ensure accuracy and reliability, we incorporate leading-edge database management tools, GIS applications, GPS data capture, and digital photography along with the unparalleled experience of our staff and methodologies. To serve Santa Fe County's requirements, we propose a multi-phase data collection and compilation effort. Our intention is to not only provide the refined characteristic information to Santa Fe County, but also tools to aid the ongoing maintenance, collection, upkeep, quality control, and evolution of this information.

APPENDIX A (pg 1 of 13)



### Phase 1: Mobile Collection – Field Data Collection Services

The Mobile Collection Unit Phase of the project will involve vehicle based collection of street level images from public access and collection of exterior appraisal characteristics capable of being assessed from a mobile platform. The process and field-verified database created by the Tyler Technologies collection service contains highly accurate field-verified property data for every residential structure in the jurisdiction. Collected information and software will be installed at County office(s) to enable immediate use of Information collected to date, and aid in the review of any newly discovered improvements.

As an alternative approach to the specified imaging requirements contained in the Request for Proposal, Tyler proposes to collect a single image using a vehicle based collection system for each residential parcel in the County which meets the following criteria:

- Single family dwellings less than 5000 sq. ft. in size.
- Homes that are considered custom or mansion grade will have multiple images collected, as deemed appropriate, to sufficiently convey the values of the subject structure(s).

## Santa Fe County, New Mexico

Data Collection Services, RFP #2012-0001-AS/MS

Tyler's proposed methodology for collection of imagery is based upon its experience in similar data collection projects over numerous years, balancing the clients return on their investment and sound appraisal and data collection abilities. The use of vehicle mounted proven technology allows the photographer to appropriately line up, frame, size, and validate the image immediately at the point of acquisition.



The following points have been considered in our proposed approach — a single image collected on select properties types:

- The consistency of image quality and information available for mass appraisal practices.
  - The speed of acquisition, and opportunity for immediate use of information.
  - Quality control and verification of vendor presence and progress.
  - Speed at which new discovery is made and reported to the County.
  - Inherent value of rear facing photo's versus public perspective and privacy concerns.
  - Cost of data acquisition.
1. **Street-View Imaging** – For each primary residential structure in the jurisdiction one or more digital photographs of the structure taken from the closest public access point will be recorded. On properties with primary structures greater than five thousand square feet (custom or mansion grade properties) two or more photographs will be taken of each significant structure visible from public or private access. Additional photographs will be recorded as necessary to convey the value of the subject property.

The deliverable photos will be in digital format for integration with the County's other Microsoft Windows compliant systems. The digital photos will be compressed using industry standard JPEG (.jpg) compression and a **photo resolution of 3648 x 2736, 10 megapixels (or less if the County requests)**. Each digital photo will be labeled with the parcel identification number and the date the photograph was recorded. Multiple copies of images can be provided at various resolutions upon request.

**Image Criteria** – The following factors will be used to determine the image criteria for each photograph:

- An unobstructed curbside digital photograph captured without entering private property. When possible, and without affecting the best view, the structure will be imaged so that the front

door/facade as well as one side of the building is visible providing depth of building. Additional images will be collected as needed to convey value, while a visibility code will be added to the attribute table to flag obstructed structures/views.

- Each structure will be appropriately framed to demonstrate the structure's proportionate height, width, and exterior condition.
- No part of the structure will be cropped unless absolutely necessary due to size or location of the building on the property.
- Each photograph will be clearly focused with adequate tint, brightness, contrast and proper exposure.
- Tyler Technologies warrants that each photograph will meet the above described quality criteria and at no additional expense to the County will retake unacceptable photographs.

Additional information on technical collection information and imaging standards is contained in the Additional Information Section which follows the Appendix.

2. **Geo-Referenced Structure Locations** – Vehicle based field data collection will be accomplished with a mobile data collection vehicle, equipped with a commercial studio quality camera with zoom capability, a GPS receiver, and an on-board computer capable of recording a color digital photograph. A Geographic Information System (GIS) will be used to obtain and assign x, y coordinates for all structural images. For each of the structure and unit photographs, an x, y coordinate will be stored in a point attribute table file. The point attribute table file will contain two coordinates, one for the position of the mobile collection unit when the photograph is recorded, and one for the position of the structure's primary entrance. The x, y coordinate for the primary entrance will be determined from an "ortho accurate" process, where the coordinate is selected from an orthophotograph for the point over the primary entrance and within the exterior boundary (footprint) of the structure.
3. **Parcel Primary Address Verification** – This process will verify and create a corrected site address for each parcel and the primary address for each parcel that can be determined from public access. The address database structure will be consistent with the National Emergency Number Association (NENA) data exchange format, or as determined with Santa Fe County officials.
4. **Mobile Collection - Appraisal Data Collection and Verification** – Incorporated in the vehicle Field Data Verification process using Tyler Technologies property information collection system (PICS) is the verification and data collection of appraisal property characteristics, which provides a high quality and affordable method of verifying the accuracy of assessment data in the field.
5. **Property Characteristic Review** – The vehicle based field appraiser will be responsible to visually compare or record exterior assessment data as specified within the Request for Proposal with the visible improvement in the field to determine if they correspond or are ascertained where required.

## Santa Fe County, New Mexico

Data Collection Services, RFP #2012-0001-AS/MS

Two options have been included in this proposal: the appraiser in the van is a Tyler employee, or the appraiser is a County of Santa Fe employee. The price difference between the two options are displayed on the Pricing section of our response.

6. **Identification of parcels not included in Phase 2-** During Phase 1, Tyler Technologies will utilize the County's existing sketches downloaded from ProVal to identify the parcels that have current CAMA data. This information will be utilized to focus the efforts in Phase 2 and limit the parcels that are physically measured to those without CAMA data.

In those cases where the data cannot be accurately determined from the mobile collection unit, the field appraiser will flag the entire parcel for further review during the onsite physical field inspection.

Characteristics which will be collected or verified during the Mobile Collection inspection phase, by a Tyler Appraiser, include:



- Street Front Picture(s)
- Physical Address
- Age
- Building Type
- Grade
- Condition
- Story Height
- View
- Roof Type
- Exterior Wall type
- Exterior Wall Covering
- Other items Influence value

Additional information on technical collection information is contained in the Additional Information Section which follows the Appendix.

Tyler Technologies will provide the County's project manager and law enforcement agencies with the general location of its operations on a routine basis. Throughout the residential data collection project, private citizens may contact law enforcement about the Tyler field crews. By proactively working with the public agencies responding to public inquires, the public and the agencies will be informed and educated about the purpose of the project.

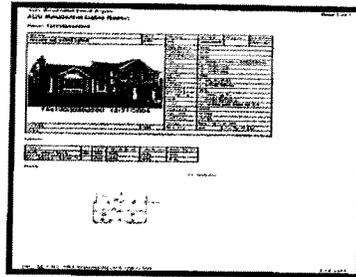
Each van will be identified as an imaging van working on behalf of the project. Signage displayed on the side of the van lists the phone number taxpayers may call to confirm the identity of the van and the purpose of the project. Each van is equipped with a cell phone and can be reached by the County's

personnel or law enforcement officials immediately if needed. The staff is trained to interact with citizens that may approach the collection vehicle with questions and will be provided with handouts detailing the nature of their presence and information and contact information for the project.

## Phase 2: Onsite Inspection Collection Phase – Field Data Collection Services

The Onsite physical field inspection phase of the project will involve field data technicians collecting sketch information, interviewing property owners, collecting interior information, and confirming supplementing information collected during Phase 1 on all the parcels without CAMA data in ProVal. Prior to the start of this phase, but in relative parallel to the mobile data collection, property record cards (PRC) in electronic form will be created containing characteristic information from the existing Phase 1 backlog, and loaded onto tablet field devices, to facilitate information flow to the physical inspection team. This will provide an invaluable resource to the project, providing visual imagery, mapping, verified address, and characteristic information to verify and build upon. In addition, Tyler proposes to undertake the following actions during the onsite physical inspection phase:

1. Tyler will mail a letter of introduction to each Improved residential property owner in Santa Fe County. The purpose of the letter is to explain the data collection project and to advise the property owner of the forthcoming inspections. The content of the notification shall be approved by the County Assessor and will be mailed by Tyler to property owners at least seven (7) days prior to commencement of fieldwork.
2. Through the Assessor, Tyler will provide written notification to the Santa Fe County Sheriff's Department and any other applicable law enforcement agencies of the dates and times that fieldwork will be conducted in specific neighborhoods. This notification will be provided at least seven (7) days prior to the time that the work is to be performed.
3. At all times while on private property, all Tyler field personnel will plainly wear an identification badge containing a clear, color photograph of the individual, the Company's name, the individual's name and signature, and the signature of an official designed by the Company and approved by the County Assessor. Tyler's field personnel will also wear vests to further identify themselves and the project to the public. Tyler field personnel will carry extra copies of a letter of introduction provided by the County Assessor. Costs of copies will be the responsibility of Tyler.
4. Tyler suggests that the inspection of residential properties be conducted using a systematic and routine work schedule between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. If Saturday inspection work is required due to schedule or other circumstances, Tyler personnel will conduct those inspections between 9:00 a.m. and 4:00 p.m. There will be no Sunday inspections and no inspections will be conducted before sunrise or after sunset.
5. During the initial visit to the property, Tyler data collection and supervisory personnel will knock at the front entrance, announce their arrival, identify themselves, state the purpose of the visit, and request permission from an adult resident to proceed with the exterior inspection of the property. After permission is granted, the field person will note changes to existing County Assessor's data,



measure, describe, and diagram the exterior of all the improvements on the subject site. It is understood that interior inspections are subject to approval of the property owner, tenant, or agent. In those instances in which there exist custom built homes, or when more information or clarification is needed by Tyler field personnel, an interior inspection will also be requested. When the request is approved, the interior inspection will be conducted. Under no circumstances will Tyler field personnel conduct an interior inspection of a residence or other improvement if an adult over the age of 18 is not present at the residence.

6. If no one is at the residence, the Tyler field representative will leave a door hanger/card explaining the purpose of the visit, note that an exterior measurement and inspection was conducted (if applicable), and request the property owner to contact the Company's local office in order to provide information about the interior. The door hanger/card will provide the property owner two options of contacting the Company: (1) property owners can call a telephone number listed on the door hanger to provide interior information or ask questions; (2) property owners can fill out a section of the door hanger with the interior information regarding their home, tear off that section of the hanger, and mail it back to Tyler. After leaving the door hanger, the field person will proceed to measure, describe and diagram, and collect and record all necessary data regarding the exterior of the dwelling(s) and other improvements located on each parcel. In those instances where no one is at the residence at the time of the field inspection visit, all interior information will be estimated while onsite, and verified via the call back by the taxpayer/owner to the local Tyler office.
7. The dates and times of all inspection attempts will be permanently recorded on the property record card for both the mobile data collection effort and the subsequent individual field inspection effort. In addition, the name of the field inspector shall be recorded on the property record card.
8. If the property owner refuses exterior inspections to the property or any portion thereof, the Tyler field person will courteously leave the property. In turn, Tyler will inform the County Assessor of each occurrence in writing on a biweekly basis. The field person will record on the property record the property address, account number, date, and time of the refusal. In addition, the field representative will request the name of the person refusing the inspection, the reason for the refusal, and include all of the aforementioned information on the previously described list to be presented to the Assessor biweekly.
9. Tyler's Proposal includes a digital photograph solution that considers both the cost and technology needs of the County in the administration of property assessments. A detailed description of our proposed solution is described in Phase 1- "Mobile Collection Unit" section of this Proposal.
10. Tyler will notify the County Assessor of any properties discovered missing from the current year tax list so that they may be picked up as added or omitted assessments on respective tax rolls. Notification to the County Assessor will be made within five (5) days of discovery. All notifications will be provided to the Deputy County Assessor via e-mail. With regard to real property being newly constructed or altered, Tyler will determine the date and percentage of

completion, and the attributes of such property as of January 1 of the year it was completed, and January 1, 2012 for properties being inspected in 2012. Through this notification process, and as a result of Tyler's mobile data collection initiative to be conducted prior to the individualized field data collection effort, the Company expects that the Assessor will be informed of all previously unaccounted new construction countywide without delay during the first phase of the project.

11. It is understood that the County Assessor has the right to remove from the project, any field person reported to be unprofessional or discourteous to residents.
12. The Project Supervisor will be responsible for the quality and quantity of all field work performed by Tyler. The Project Supervisor will review the raw data collected by the field person to insure the accuracy of the data reported, floor plans, and measurements recorded before the data is encoded.
13. It is understood that spot checks of the fieldwork will be conducted by the County Assessor and may require the Project Supervisor to accompany the Assessor during those inspections. It is further understood that faulty or incorrect fieldwork shall be returned to the contractor immediately for correction, while further instructions will be provided to the field personnel as to what information was faulty or incorrect. When required, this action will occur at no additional cost to the County.
14. Tyler will provide a written, weekly schedule of field work, including: name of the field inspector, the vehicle type and license number of the field inspector's vehicle, the neighborhood to be inspected, and the number of days the field inspector is expected to be in the neighborhood. The County Assessor shall provide a copy of this schedule to the Santa Fe Police Department, the County Sheriff's Department, and the local news media. Any deviations from this schedule shall be immediately reported to both the Police and Sheriff's Department.
15. Further, it is understood that if a determination is made that a field inspector is not verifying the information on the record card, and/or has numerous mistakes, the County Assessor has the right to have that field person removed, and to have all of his or her work re-inspected for correctness at no additional cost to the County.



Characteristics which will be collected or verified during the Onsite Physical Field Inspection phase include:

Picture(s) (rear/additional where required)	Garage Heated
Building Sketch	Garage Finished
Owner Name	Number of Bedrooms
Year Built	Number of Baths
App. Square Footage	Number of Rooms

## Santa Fe County, New Mexico

Data Collection Services, RFP #2012-0001-AS/MS

Heating Type	Swimming Pool
A/C Unit	Jacuzzi
Fireplace Type	Jacuzzi Tub
Home Theatre	Water Filtration system
Alarm	Other items that influence value
Wet Bar	* Grade - Review from Phase 1
Floor Finish	* Condition - Review from Phase 1
Interior Wall Type	* Additional review of all Phase 1 collected data

Samples from a Data Collection Manual are included to illustrate the level of detail the County can expect from Tyler. This can be found in the Additional Information Section which follows the Appendix.

### Phase 3: Data Entry of Sketches & Calls and Onsite Physical Inspection – Field Data Collection Services

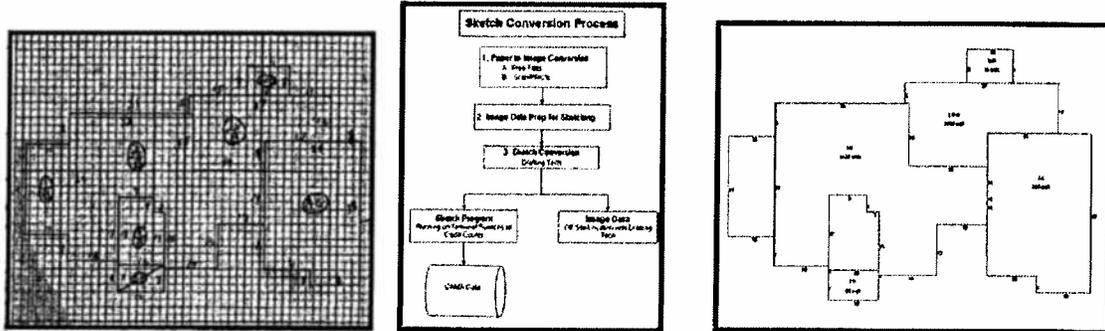
As the field work is completed in Phase 2 of the Project, the electronic data will be returned to the Company's offices for the Data Entry Phase of the project. Sketches will be entered into ProVal utilizing a VPN connection to the County's servers. All other data will be managed by Tyler's 'Appraisal Review' Data Verification software to facilitate the electronic transfer of property characteristics to the County. The software in place for both the use of Tyler staff in their local office and the County will also contain all information collected during Phase 1: Mobile Data Collection; providing a virtual review environment for each property during data entry and quality analysis.



This Phase will also include further quality analysis of data received from returned door hangers, telephone contact, and onsite physical inspection, and mobile collection data inclusive of building sketch information.

Santa Fe County, New Mexico

Data Collection Services, RFP #2012-0001-AS/MS



Characteristics which will be collected or verified during the Data Entry phase, overseen by a Tyler appraiser include:

Picture(s) (Rear/additional where required)	Physical Address
Building Sketch	Age
Owner Name	Building Type
Year Built	Grade
App. Square Footage	Condition
Heating Type	Story Height
A/C unit	View
Fireplace Type	Roof Type
Home theatre	Exterior Wall type
Alarm	Exterior Wall Covering
Wet Bar	Other items Influence value
Floor Finish	Number of Rooms
Interior Wall Type	Swimming Pool
Garage Heated	Jacuzzi



**Santa Fe County, New Mexico**

Data Collection Services, RFP #2012-0001-AS/MS

Garage Finished	Jacuzzi tub
Number of Bedrooms	Water Filtration system
Number of Baths	Jacuzzi
Number of Rooms	Jacuzzi tub
Swimming Pool	Water Filtration system
Other items that influence value	

#### **Phase 4: Data Delivery and Compilation – Field Data Collection Services**

The Data delivery and compilation phase of the project will include the compiling of information in County required formats, and final quality analysis to facilitate upload/entry into the Manatron ProVal computer aided mass appraisal system. Although this is considered "Phase 4" of the project, the data formatting aspects of this project will occur in the first 45 days of the project. This phase will also include final configuration of vendor provided software for the County to review and maintain the collected information.

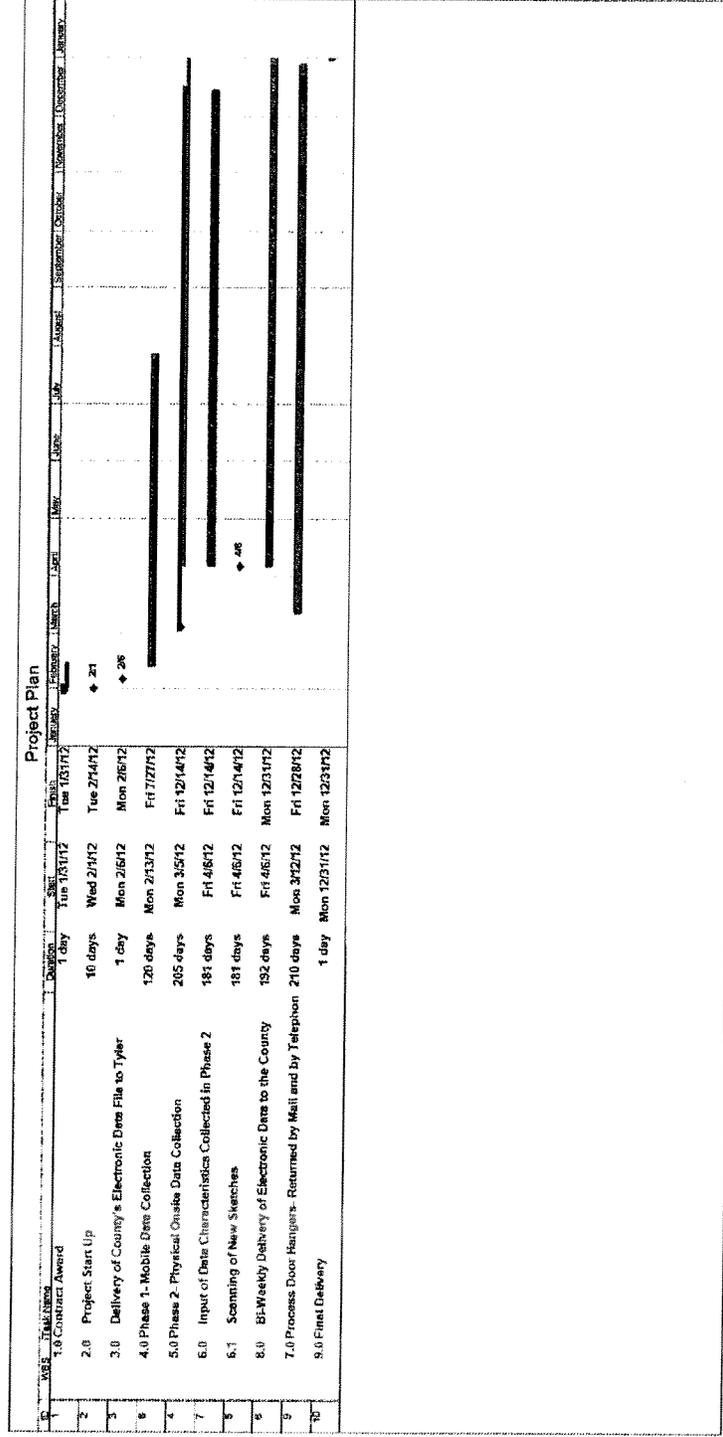
1. **Field Data Verification Exceptions Review and Software Applications** – Tyler Technologies provides its customers and appraisal staff with a suite of software applications that will facilitate the viewing, reporting, analyzing, building, and editing of the real property image and property attribute database. The data exception review process will identify those records in the assessment, address and other property databases, and mapping system that have been flagged as an exception for additional review. These exceptions will signify records that may be incorrect or incomplete, control workflow, data collection, remediation, and ensure quality of delivered product.
  - **Image Editor** - Provides the user with the features to update and maintain the image database, add new records for new or existing parcels and/or delete records for existing parcels.
  - **Image Viewer** - Allows user to print reports, analyze and query the database by parcel number or other data from the database system such as owner name, address, or property attributes.
  - **Appraisal Review Software** - The Appraisal Review Application was developed to facilitate this review and analysis process for revaluation or update of CAMA information. Additionally, Tyler provides the Appraisal Management Reporting application that provides pre-formatted standard reports.

**Financial Limitations:** It is understood that the County's current funding for this project is limited to \$500,000, and that the request for additional funding will occur in the first quarter of 2012.

The Company will concentrate on Phase 1 tasks (collection of street level images) and other start up activities until the remaining funding is assured. If the remaining funding does not become available by March 15, 2012, the Company will complete Phase 1 for a fee of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** and bill the County an additional **Thirty Five Thousand Dollars (\$35,000.00)** for close down costs, a total cost of **Three Hundred Eighty-Five Thousand Dollars (\$385,000.00)**.

Santa Fe County, New Mexico  
Data Collection Services, RFP #2012-0001-AS/MS

2. Proposed Schedule for Collection and Delivery



**Compensation:** The total compensation for the scope of work will be:

**ONE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED DOLLARS (\$1,860,500.00)**

The chart below is a billing estimate. The actual monthly billing will vary depending on the signing of the contract along with the progression of work.

	February	March	April	May	June	July	August	September	October	November	December	Totals
Phase 1-	\$69,256	\$69,256	\$69,256	\$69,256	\$69,256							Phase 1 \$346,280
Phase 2-		\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	Phase 2 \$1,275,000
Phase 3-		\$5,300	\$20,000	\$31,942	\$31,942	\$31,942	\$21,295	\$21,295	\$21,248	\$17,036	\$8,000	Phase 3 \$210,000
Phase 4		\$2,220	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	Phase 4 \$29,220
Totals per month	\$69,256	\$204,276	\$219,756	\$231,698	\$231,698	\$162,442	\$151,795	\$151,795	\$151,748	\$147,536	\$138,500	Grand Total \$1,860,500