

Letter of Intent for SDARS

THIS Letter of Intent entered into this 20 day of December, 2004, by and between the **Blackford County Commissioners** on behalf of the **Blackford County Assessor** or hereinafter referred to as the "Assessor" and Appraisal Research Corporation hereinafter referred to as "ARC".

WHEREAS the Assessor has the need to lease software to electronically manage Sales Disclosure data, and to avail themselves of offsite archival and backup services; and

WHEREAS ARC is willing and able to provide such software and services in the form of the Sales Disclosure Archival and Retrieval Service hereinafter referred to as "SDARS".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and outlined in LICENSING / MAINTENANCE TERMS included with this Letter of Intent and viewable on the World Wide Web at [http://appraisalresearch.cc/Downloads/SDARS Licensing Agreement.pdf](http://appraisalresearch.cc/Downloads/SDARS%20Licensing%20Agreement.pdf), the Assessor and ARC enter into this Letter of Intent.

**ARTICLE I
WORK IN PROGRESS**

ARC shall be responsible for providing:

- A license to the Assessor for their use of ARC's SDARS database engine the terms of which are attached to this letter. This software shall provide the necessary tools to allow the Assessor to create a searchable database of real estate sales information for such external uses as real property valuation, land valuation, equalization studies, etc. In addition, the software shall provide the capability to export said database information for shipment to and archival by ARC on a monthly basis.
- An operations manual.
- 2 hours of onsite training.
- An annual download of archived data to the DLGF.

**ARTICLE II
MAINTENANCE**

ARC shall provide maintenance on a yearly basis with the year beginning when the software is installed. This maintenance shall consist of yearly upgrades and improvements necessary to update the software to Indiana Department of Local Government Finance standards. The maintenance shall also apply to any problems, which are determined to be SDARS programming errors.

Maintenance fees for 1/1/04-12/31/04 shall be as stated in Article IV. This amount will be pro-rated pending date of install. Exports postmarked by the 7th of each month result in a maintenance discount of 25% for that month only. Discount credits will be applied to the following years maintenance amount. Basic maintenance fees shall remain the same

from year to year unless ARC notifies the Assessor before March 1 of the year preceding the due date of the maintenance consideration.

Maintenance/Technical support shall be provided via telephone (800) 626-7743, Extension #327 or via email at arcin@appraisalresearch.cc. All messages are retrieved three times daily with calls returned within 24 hours. If additional on-site support is needed for reasons other than stated above, additional charges of \$37.50 per hour (minimum four hours), plus mileage from the technical support technician's home office to the client's office. Additional programming charges are \$50.00 per hour (minimum ½ hour increments) if applicable.

ARTICLE III TIMEFRAME

ARC shall install the software within two weeks of notification by the Assessor that hardware necessary to run the software is in place (See Article V) and this Letter of Intent has been executed. Either party shall have the opportunity of terminating this agreement with thirty (30) days written notice to the other party.

**ARTICLE IV
CONSIDERATION**

ARC provides 2 payment options.

1. Schedule A is the discounted cost of the service when permission is granted giving ARC the right to sell the archived data on the Internet.
2. Schedule B reflects the full cost of providing the service where permission is not granted.

Schedule A:

		QTY	Sub Total
Single - Stand Alone - Working			
New Install	FREE	_____	\$ _____
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month		_____	\$ _____
Single - Stand Alone - Counter version			
New Install	\$ 499.00	_____	\$ _____
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month		_____	\$ _____
Network* - Server			
New Install	\$ 499.00	<u>1</u>	\$ <u>499.00</u>
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month (2 Months)		<u>1</u>	\$ <u>49.84</u>
Workstation / each			
New Install	FREE	<u>1</u>	\$ _____
Additional workstation	\$ 399.00	<u>2</u>	\$ <u>798.00</u>
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month		<u>3</u>	\$ <u>149.52</u>

Schedule B:

		QTY	Sub Total
Single - Stand Alone - Working			
New Install	\$ 999.00	_____	\$ _____
Maintenance per year	\$ 599.00	_____	\$ _____
Maintenance Pro-Rated @ \$49.92 per Month		_____	\$ _____
Single - Stand Alone - Counter version			
New Install	\$1499.00	_____	\$ _____
Maintenance per year	\$ 599.00	_____	\$ _____
Maintenance Pro-Rated @ \$49.92 per Month		_____	\$ _____
Network* - Server			
New Install	\$1499.00	_____	\$ _____
Maintenance per year	\$ 599.00	_____	\$ _____
Maintenance Pro-Rated @ \$49.92 per Month		_____	\$ _____
Workstation / each			
New Install	\$1399.00	_____	\$ _____
Maintenance per year	\$ 599.00	_____	\$ _____
Maintenance Pro-Rated @ \$49.92 per Month		_____	\$ _____

ARC shall be paid a total of: \$ 1,496.36

* Minimum networked systems consist of a server and one workstation.



ARTICLE V
MINIMUM SYSTEM REQUIREMENTS*

The County is required to obtain the following minimum system before installation is performed.

PLATFORM

- PC Compatible
- Pentium III

MEMORY

- 256 MB available

DISC STORAGE

- 1GB FIXED available
- 1.2 MB Floppy

PRINTER

- System Compatible Laser or Ink Jet

SOFTWARE

- Windows 98, 2000, XP, NT
- Access 97, 2000, XP

*Failure to meet the minimum system requirements will need a written waiver from ARC.

Billing will be sent directly to the Assessor's office unless otherwise indicated.

Hon. Fred Tobey
Blackford County Assessor
Courthouse
110 W. Washington St.
Hartford City, IN 47348

IN WITNESS THEREOF, the parties have executed this Letter of Intent by their duly authorized offices.

Blackford County, Indiana

Robert F. O'Rourke
Commissioner

Date: 12/20/04

Larry Hill
Commissioner

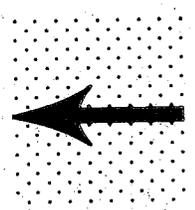
Date: 12/20/04

Attest: Kathy J. Bantz
County Auditor

Date: 12/20/04

Lud Toby
Assessor

Date: 12-20-04



APPRAISAL RESEARCH CORPORATION
04-IN-176-BLK-00-60

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI, CRE

Date: _____

