

Sullivan

Misc,

77MISCO3

5

tyler works.

Tyler Technologies, Inc. Assessment & Tax Division

3199 Klepinger Road Dayton, Ohio 45406 (p) 800.800.2581 (f) 937.278.3711 www.tyler-clt.com

May 3, 2005

Honorable Vicki Talpas
Sullivan County Assessor
100 Courthouse Square, Room 203
Sullivan, Indiana 47882

Dear Ms. Talpas:

It brings me great pleasure having Sullivan County join our family of clients within the Tyler Technologies, Inc., Assessment & Tax Division | CLT organization. We take pride in the services we provide which will increase your efficiency and cost effectiveness daily.

Because of the changes that have taken place within the State Legislation regarding Trending, we want to extend our contract to March 1st, 2006. All other terms of the original contract remain intact. Please accept this letter as an addendum to the official contract. Please sign all three copies of this letter and return one to our Dayton office for our records.

If you have any questions please call me at 800-800-2581, ext. 1665

Thank you,



Troy D. Fryman
Sales Executive
Tyler Assessment & Tax Division | CLT

TDF:kah

Sullivan County


Signature _____ Date 5/16/05

ARTICLES OF AGREEMENT

for

Commercial/Industrial/Residential

Annual Assessment Services

for

Sullivan County, Indiana

Ms. Vicki Talpas
Sullivan County Assessor
100 Courthouse Square, Room 203
Sullivan, IN 47882
(812) 268-5110
(812) 268-0521 - FAX



By:

CLT 
tyler works.

Cole Layer Trumble Company

3199 Klepinger Road
Dayton, Ohio 45406
(937) 276-5261
(937) 278-3711 FAX
800-800-CLT1 (2581)
<http://www.cltco.com>

January 2005



Sullivan County, Indiana *Table of Contents*

- Executive Summary
- Articles of Agreement
- Scope of Services

Cole Layer Trumble Company

3199 Klepinger Road
Dayton, OH 45406

www.cltco.com / marketing@cltco.com

(800) 800-2581 / (937) 276-5261 / (937) 278-3711 Fax



tyler works.

Executive Summary

EXECUTIVE SUMMARY – ANNUAL ASSESSMENT SERVICES

Introduction

The Cole Layer Trumble Company (CLT) has been providing assessing services to Indiana for the last three reassessments. This longevity is a testament to our ability to understand your needs and to deliver solutions that are both cost effective and technically sound. We believe that our depth of experience, local knowledge, and products can provide Sullivan County with the best solution for completing a successful annual assessment service.

Reassessment Experience

We have successfully completed 11 reassessment projects in the state in the last three years. Furthermore, in less than 18 months we have completed the state's second largest county, Lake County, a state monitored reassessment project of 250,000 parcels. Also in the last three years we have appraised over 650,000 parcels of real property in Indiana.

Software Experience

Five of the reassessment projects were completed using the ProVal appraisal software. Therefore, we have the hands on experience as a frequent user of the software to take full advantage of its functions and capabilities.

Resources

CLT proposes Mr. Mark Folkerts as full-time onsite project manager who will be responsible for the success of the most important project. Mr. Folkerts is CLT's Indiana's Area Manager. Mr. Folkerts brings twenty-one (21) years of assessing experience along with obtaining his Level II. Mr. Folkerts is currently covering his supervisory role in the Dubois County project overseeing the annual support work of appraisal services contract.

In addition, CLT proposes Ms. Cathi Gould on an as needed basis. Ms. Gould is a former Indiana assessor certified as a Level II Appraiser. Ms. Gould has the extensive knowledge of the ProVal software and Indiana assessment law, and is currently covering her supervisory role in Bartholomew County project overseeing the annual support work of appraisal services contract.

The Approach

CLT proposes to complete the ongoing annual assessment services using assessment/sales ratio studies to establish new market values for all properties based upon class, neighborhood and construction type. Because the Assessor's office has started maintaining the history of all parcels sold in the Sullivan County, we are able to analyze the shift in property values due to buying preferences and appreciation in today's market. The steps outlined in "*The Approach*" are consistent with state and mass appraisal industry standards and County officials can be assured that process will produce uniform, equitable, and defensible property values. Up to date property values are necessary for fairness and sound fiscal management.

The specifications for annual support work of appraisal services include:

1. Land Valuation
 - CLT will review existing land values and recommend changes as warranted.

2. Neighborhood Delineation
 - CLT will annually review Neighborhood boundaries and recommend changes as warranted.

3. Sales Trending Analysis

- CLT will perform annual ratio study of all Sullivan County improved and unimproved parcels (medians, COD's, Stratification, and other statistics that are deemed important). We will recommend changes as warranted.

An annual assessment services can be quite challenging for any county. CLT will be committing experienced resources to fulfill our contractual obligations. The project team will reflect the many years of experience that CLT has accumulated. We believe that no other vendor can match our experience in providing mass appraisal services to your jurisdiction and have the resources to perform the project in a timely and professional manner.

CLT values our relationship with Sullivan County and looks to continue that relationship even more into the future. We are available to discuss the specifics at your earliest convenience.

Articles of Agreement

TABLE OF CONTENTS

ARTICLE 1.0: Incorporation of Recitals.....2

ARTICLE 2.0: Duties of Professional Appraiser.....2

ARTICLE 3.0: Consideration.....2

ARTICLE 4.0: Notification of Properties to be Appraised.....2

ARTICLE 5.0: Professional Appraiser Certification; Contract Void on Revocation.....3

ARTICLE 6.0: Contract Representative.....3

ARTICLE 7.0: Work Plan.....3

ARTICLE 8.0: Contract Reports and Monitoring.....3

ARTICLE 9.0: Time and Manner of Payment.....4

ARTICLE 10.0: Penalties.....4

ARTICLE 11.0: Responsibilities.....4

ARTICLE 12.0: Non-Discrimination.....4

ARTICLE 13.0: General Provisions.....5

ARTICLE 14.0: Delays.....5

ARTICLE 15.0: Termination.....5

ARTICLE 16.0: Appeals.....6

ARTICLE 17.0: Disputes.....6

ARTICLE 18.0: Independent Contractor.....6

ARTICLE 19.0: Liability.....6

ARTICLE 20.0: Subcontracting.....7

ARTICLE 21.0: Force Majeure.....7

ARTICLE 22.0: Maintaining a Drug-Free Workplace.....8

ARTICLE 23.0: Non-Solicitation.....8

ARTICLE 24.0: Additional Compensation.....8

ARTICLE 25.0: Professional Appraiser Right to Stop Work for Non-Payment.....8

WITNESS SIGNATURE PAGE.....9

SULLIVAN COUNTY, INDIANA ANNUAL ASSESSMENT SERVICES CONTRACT

This contract is entered into this _____ day of _____, 2005, by and between the County Assessor of Sullivan County, Indiana, hereinafter referred to as the "County," and the Cole Layer Trumble Company, a division of Tyler Technologies Inc., a company formed under the laws of the State of Delaware and qualified to do business in the State of Indiana, hereinafter referred to as the "Professional Appraiser." The Professional Appraiser shall perform the Commercial/Industrial/Residential annual assessment services in accordance with the contract documents that consist of this Agreement and Scope of Services attached hereto.

RECITALS

- A. The County has determined that they should employ the Professional Appraiser as a technical advisor for annual assessment services purposes according to the provisions of IC 6-1.1-4-17;
- B. The County wishes to contract with the Professional Appraiser and the Professional Appraiser is willing to be contracted by the County;
- C. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- D. This Contract is subject to the provisions of 50 IAC 21, and Professional Appraiser will comply with the provisions of 50 IAC 21 in connection with this Contract; and
- E. The County has by majority vote, taken in accordance with the procedures recommended by the Department of Local Government and Finance, here and after referred to as the "DLGF", for then application of IC 6-1.1-4-17, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the County and Professional Appraiser agree as follows:

TICLE 1.0: Incorporation of Recitals

- 1.01 The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

TICLE 2.0: Duties of Professional Appraiser

- 2.01 The Professional Appraiser shall provide annual assessment services to the County, as requested and assigned by the authorized designate of the County, under the terms and provisions of this Contract, as outlined in the Scope of Services, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the DLGF, and all other applicable laws, statutes, ordinances, or administrative rules.

TICLE 3.0: Consideration

The County shall pay the Professional Appraiser as follows:

- 3.01 A fee of THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$31,200.00) in full payment for the complete performance of all duties, responsibilities and activities identified in the attached Scope of Services for the year (2005) of service.
- 3.02 A fee of SEVENTY FIVE DOLLARS (\$75.00) per hour (including travel time) up to a maximum of SIX HUNDRED DOLLARS (\$600.00) per day per person for any additional services desired by the County not listed in the contract or contained within the contract. Any unlisted work must be pre-approved by the County.

RTICLE 4.0: Notification of Properties to be Appraised: Commencement of Completion of Contract

- 4.01 The County shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to review within twenty (20) days of the contract signing date. *Bill [unclear]; Disclosure?*
- 4.02 The Professional Appraiser shall commence work under this Contract within twenty (20) days of the date of execution of this Contract.

- 4.03 The Professional Appraiser shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before June 1, 2005.

ARTICLE 5.0: Professional Appraiser Certification; Contract Void on Revocation

- 5.01 The Professional Appraiser must be certified as a "Professional Appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that they: are certified as a "Professional Appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "Professional Appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- 5.02 In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "Professional Appraiser" under IC 6-1.1-31.7 is revoked.

ARTICLE 6.0: Contract Representative

- 6.01 The County shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation.

ARTICLE 7.0: Work Plan

- 7.01 The Professional Appraiser shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the contract. The work plan is subject to approval by the County. The Professional Appraiser and County agree to work towards a final work plan within ten (10) days of the Contract signing. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

ARTICLE 8.0: Contract Reports and Monitoring

- 8.01 The Professional Appraiser shall be required to provide written progress reports to the County in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. The County may require additional information be included in the reports. The Professional Appraiser shall submit the reports to the Contract Representative each month on or before the 10th day of the month. The County may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The County may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

ARTICLE 9.0: Time and Manner of Payment

The Professional Appraiser shall be paid as follows:

9.01 Within the first twenty (20) days of each month, the Professional Appraiser will submit a claim for payment for work done under the Contract during that preceding month. The amount of each monthly payment is subject to approval by the Contract Representative and review by the County. Approval shall be based on the progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. The Contract Representative and the Professional Appraiser will agree upon an invoicing format that both parties are satisfied with prior to any payments being made by the County. Payment will be made to the Professional Appraiser within thirty (30) days after approval by the Contract Representative and the County.

9.02 If all work is not completed under this Contract by the completion date specified in section 4.03 of this Contract, then all further payments will be suspended at that time until all work has been completed. Upon certification by the Contract Representative and the County that work has been completed, payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.

ARTICLE 10.0: Penalties

10.01 Payments due under this Contract shall be reduced by the amount of ONE HUNDRED DOLLARS (\$100.00) per business day, for each business day that reviews by the Professional Appraiser, excluding Saturdays, Sundays, and holidays remains incomplete after the due date specified under this Contract.

ARTICLE 11.0: Responsibilities

11.01 The final determination of assessed value and true tax value is and shall remain the responsibility of the County.

ARTICLE 12.0: Non-Discrimination

12.01 Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

ARTICLE 13.0: General Provisions

- 13.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 13.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- 13.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 13.04 This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- 13.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the County.

ARTICLE 14.0: Delays

- 14.01 Whenever the Professional Appraiser or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within ten (10) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

ARTICLE 15.0: Termination

In the event of termination or suspension, the Company shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates) for all services, software,

licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

ARTICLE 16.0: Appeals

16.01 If an assessed value recommended by the Professional Appraiser is appealed to any reviewing body, the Professional Appraiser or its employee or representative shall, if at least ten (10) days notice is given to the Professional Appraiser, appear at any hearing scheduled on the appeal of the parcel to explain its valuation. This duty of the Professional Appraiser to explain its valuation shall be for the year of this contract only. A total of five (5) days is included into the base fee. Any more days of appeals time will be considered as additional services, reference Article 3.02 on page 2, for compensation of this work.

ARTICLE 17.0: Disputes

17.01 Except as set forth in this Article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the County's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

ARTICLE 18.0: Independent Contractor

18.01 In the performance of this Contract, the Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the County. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the County for any purpose whatsoever.

ARTICLE 19.0: Liability

19.01 Except as provided elsewhere, the Professional Appraiser agrees to defend and save harmless the County and their townships and county, and all agents, officers and employees of those townships and that county, against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Professional Appraiser, its agents, or employees and with respect to the degree to which the County are free from negligence on the part of itself, its employees and agents.

19.02 The County agrees to defend and indemnify and save harmless the Professional Appraiser, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation

disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

- 19.03 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, even if due to the negligence or other fault of the party released.
- 19.04 In any event, the Professional Appraisers liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Professional Appraiser under this agreement.
- 19.05 The Professional Appraiser shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence only to the extent of the obligation assumed by the Professional Appraiser under this Agreement.
- 19.06 The Professional Appraiser shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Professional Appraiser shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.
- 9.07 At the request of the County, Certificates of Insurance shall be supplied to the County by the Professional Appraiser detailing the above coverage's prior to the commencement of the work. This certificate will be issued by a carrier authorized to do business within the State of Indiana.

ICLE 20.0: Subcontracting

- 0.01 The Professional Appraiser must obtain the approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.
- 0.02 If subcontractors are used, the Professional Appraiser is responsible for Contract performance, compliance with terms and conditions of the Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

CLE 21.0: Force Majeure

- .01 Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the nonperforming party.

21.02 If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARTICLE 22.0: Maintaining a Drug-Free Workplace

22.01 The Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the County within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

ARTICLE 23.0: Non-Solicitation

23.01 During the Period of Agreement and for a period of six (6) months following the project completion date, the County will not solicit for employment or hire any company employee without the express written consent of the Professional Appraiser.

ARTICLE 24.0: Additional Compensation

24.01 Additional compensation that may be due the Professional Appraiser as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided. Any additional services must be pre-approved by the County.

ARTICLE 25.0: Professional Appraiser Right to Stop Work for Non-Payment

25.01 Payment of billings is due within thirty (30) days after the date of each billing. Failure of the County to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 4th day of April, 2005.

Sullivan County Representatives:

By: [Signature]
County Commissioner

By: Chris Anderson
County Commissioner

By: Cathy Phegley
County Commissioner

By: Vicki Talpas
Vicki Talpas, Sullivan County Assessor

APPROVED:

PROFESSIONAL APPRAISER:

Cole Layer Trumble Company
a division of Tyler Technologies, Inc.

By: Troy D. Fryman
Troy D. Fryman, Heartland Representative

WITNESSED:

[Signature]

Scope of Services

SCOPE OF SERVICES

1. OBJECTIVE/PROGRAM DEFINITION

The Professional Appraiser understands the objective of this project that the Professional Appraiser will complete the gathering of sufficient facts, information, and data, coupled with the proper analysis, in order to aid in the determination of the assessed value of each parcel of residential, agricultural, commercial, and industrial real property. The Professional Appraiser will include, as part of the work plan a procedure for quality control and inspection which is acceptable to the County. It is the Professional Appraiser's policy to maintain an internal quality control procedure that ensures uniformity and enhance client satisfaction.

2. CLASSIFICATION OF PROPERTY

The Professional Appraiser agrees to identify each parcel of real property in accordance with property class codes as established by the DLGF.

3. QUALITY CONTROL

The Professional Appraiser will include, as part of the project work plan a procedure for quality control and inspection which is acceptable to the County. It is the Professional Appraiser's policy to maintain an internal quality control procedure that ensures uniformity and enhances client satisfaction.

4. TRAINING

The Professional Appraiser will utilize various forms of training to ensure that project personnel are qualified and competent to perform the Annual Assessment Services duties within this project. A thorough lecture session will be included for experienced project employees to educate them to local county procedures.

5. PROFESSIONAL APPRAISER'S RESPONSIBILITIES

The Professional Appraiser is fully aware of all laws, prescribed in 50 IAC 21-1-1, regarding the assessment of real property in the State of Indiana. The Professional Appraiser shall fully comply with all rules and regulations adopted by the Department of Local Government Finance (DLGF) to provide a comprehensive annual assessment service to the County.

The Professional Appraiser understands the confidential nature of appraisal data.

All direct assessment activities must be performed by a level II assessor-appraiser certified under IC 6-1.1-31.7. All work performed under this Contract must be either organized, supervised, or reviewed by a level II assessor-appraiser certified under IC 6-1.1-31.7. Additionally, a level II assessor-appraiser certified under IC 6-1.1-31.7 must personally fulfill the following duties: (1) Final value recommendations, (2) Subjective parcel and neighborhood ratings review; (3) Statistical analysis for neighborhood trending; (4) Statistical analysis for land order modification; (5) Statistical analysis for neighborhood boundary delineation.

The parcels to be reviewed by the Professional Appraiser under this Contract are limited to the following class(es) of real property: Residential, Agricultural, Commercial, and Industrial.

Administrative personnel employed by the Professional Appraiser may be used to fulfill the following duties: (1) General data review, (2) General quality control, and (3) General office duties.

The Professional Appraiser shall be responsible for reviewing land values established by the Land Order for each improved parcel of property. The Professional Appraiser shall use the land valuation neighborhood maps, and all land valuation support documentation to review the parcels land value. The Professional Appraiser shall review sales validated by the County for the years 2003 through 2004 to arrive at updated Land Order rates for the land. The Professional Appraiser shall then submit these rates in report form to the County and Township Assessors to approve and apply to their computer software.

The Professional Appraiser shall review each neighborhood standard condition rating. Depreciation shall be set from the County's computer system.

The Professional Appraiser shall review neighborhood boundaries for each market neighborhood set by the 2002 Reassessment. The Professional Appraiser shall review sales validated by the County for the years 2003 through 2004 to assist in this review of neighborhood boundaries. The Professional Appraiser shall submit neighborhood boundary changes in report form to the County and Township Assessors to approve and apply changes to their computer software.

The Professional Appraiser shall comply with DLGF standards for sales trending analysis, prescribed in 50 IAC 21-1-1. The Professional Appraiser shall conduct the sales trending analysis study using the formatted forms supplied by the County's software system. The sales trending analysis study will analyze current market trends and stratification of different property types within each neighborhood. These forms will provide a median, coefficient of dispersion, and the price related differential by township. These forms shall be submitted to the County and Township Assessors to approve and apply to their computer software.

Long distance phone charges, training manuals, and general office supplies shall be supplied by the Professional Appraiser. Any additional expenses and liabilities resulting there from shall be incurred by the Professional Appraiser without any obligation to the County.

The Professional Appraiser shall provide support before the PTABOA should land values or neighborhood delineation be necessary.

The Professional Appraiser shall supply as part of its base fee public relation time to help support the County at public hearings and assist the County with newspaper articles about the annual assessment services.

6. COUNTY RESPONSIBILITIES

The County will be responsible for the following duties: (1) Photocopying or printing existing property record cards to be used for the annual assessment services by the Professional Appraiser, (2) Copying current tax plat maps for use by the Professional Appraiser for the annual assessment services; and (3) Providing an adequate amount of office space including phone lines to perform all duties necessary during the annual assessment services process.

It is understood that the County shall provide adequate office space, for project utilization during the annual assessment services agreement. All furnishings, to include tables, chairs, filing cabinets, local phone service, County computer access, copying machine access, printing charges and responsibilities (including but not limited to Form 11's) will be supplied by the County.

The County acknowledges that it will validate all sales to be used in the sales trending analysis study. These sales shall be posted on the County's computer software by the County. If additional reports are required by the DLGF, the County will be responsible for the data entry of sales information onto these reports.

The County shall supply to the Professional Appraiser all sales disclosures, property record cards, and pictures if available for all sales to be used in the sales trending analysis study.

The County shall provide a copy of all maps and documentation used in defining the 2002 Reassessment neighborhood boundary lines and the 2002 Land Order rates.

The County is responsible for all data entry generated from recommendations from analysis reports submitted from the Professional Appraiser.

All transfer records and plat books of the Assessor, County Auditor, and County Recorder shall be available to the Professional Appraiser. However, plat books or transfer records shall not be removed from any office without permission from the

principle of the office. The Professional Appraiser shall be directly responsible for the proper return of all records when removed from its respective location.

7. REPORTS

The Professional Appraiser understands the need and importance of planning. If awarded this project, the Professional Appraiser will provide a comprehensive work plan that is acceptable to the County. It is the experience of the Professional Appraiser that the work plan should be a working document that measures performance and procedure. It is also the experience of the Professional Appraiser that the work plan should be dynamic and modifiable by agreement of both parties if situations relating to laws, time-frames, inclement weather, etc. change during the course of the contract.

The Professional Appraiser will hold a monthly meeting with the County to inform them of the project process along with any other contract news. The work plan will detail the billing process, completion schedule, and quality control plan. The work plan will also detail training requirements for appraisal personnel and County personnel if applicable.

8. PUBLIC RELATIONS

Public relations are an understood part of any quality support services. The Professional Appraiser shall provide the County Contract Representative with news releases notifying property owners of the areas in which work is being performed, general subjects about the support services, objectives, and methods used in the reassessment program. In addition to reports, the quality of work performance and adherence with contractual specifications and approved procedures will be evaluated by the Contract Representative. The Professional Appraiser shall provide access to all records requested for the purpose of program monitoring.

9. CERTIFIED SUPERVISOR

Please refer to Article 5, page 3 of the Articles of Agreement entitled "Professional Appraiser Certification."

10. IDENTIFICATION

All field personnel will be issued identification cards that include a photograph of the individual employee and signature of the County Assessor. It is the practice of the Professional Appraiser to register all field personnel vehicles with the County Sheriff's Office as well as local police departments and County Assessor's office. Additional identification for field personnel shall be provided.

11. INFORMAL HEARINGS / PTABOA

Please refer to Article 16.0, page 6 of the Articles of Agreement.

CLT 

tyler works.

Cole Layer Trumble Company

3199 Klepinger Road
Dayton, OH 45406

www.cltco.com / marketing@cltco.com

(800) 800-2581 / (937) 276-5261 / (937) 278-3711 Fax