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Sullivan County, Indiana

Proposal for
2007 Trending and Annual Support Services

tyler
clt division

December 4, 2006

Tyler Technologies

tyler works.

Sullivan County, Indiana

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tyler
ct division

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Letter of Transmittal

tyler works.

Tyler Technologies, Inc. CLT Division

3199 Klepinger Road

Dayton, OH 45406

(p) 800.800.2581

(f) 937.278.3711

www.tyler-clt.com

December 4, 2006

Sullivan County Commissioners
C/O Jean Harris
100 Courthouse Square, Room 202
Sullivan, Indiana 47882

Dear County Commissioners:

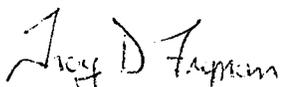
Tyler Technologies, Inc. | CLT Division (CLT) is pleased to respond to your Request for Bid (RFB) for 2007 Trending and Annual Support Services. To meet the challenge, CLT will deliver its industry leading mass appraisal procedures and valuation techniques.

CLT is confident that we bring a whole other level of appraisal expertise that no other vendor can match. Our workmanship and appraisal knowledge that we have provided for Counties throughout Indiana for over fifty (50) years speaks in volume. We understand your need for trending services and for annual appraisal support services and we understand how to get it done right.

Our proposal includes this Letter of Transmittal, Complete Questionnaire, Bid Form, Bid Bond and Detailed Proposal and Scope of Services. The proposal price is valid for 60 days. The proposal is confidential and proprietary only to Sullivan County.

We realize that you will have several options to consider. However, we feel that we understand your needs and can provide you with the best value for your money. Best value can be defined as a combination of quality, price, risk, and all the elements required that in total you judge to meet your needs.

Sincerely,


Troy D. Fryman
Sales Executive

Completed Questionnaire

QUESTIONNAIRE

- 1) How many years has your organization been in the Mass Appraisal business?

Cole Layer Trumble Company (CLT) has been in continuous business since 1938. In 1999 Tyler Technologies, Inc. purchased CLT. In 2004 Tyler established the CLT Division as the assessment and tax division of the Company.

- 2) How many years experience does your organization have in the determination of assessed values of parcels according to Indiana law?

CLT and, by extension, Tyler | CLT Division have been assessing and valuing parcels according to Indiana law for more than fifty (50) years.

- 3) What Indiana Counties have you served as technical advisor for specific assessment or general reassessment since March 1, 2002?

Tyler | CLT has served as technical advisor for the following counties in Indiana: Warrick, Greene, Fountain, Sullivan, Tippecanoe, Perry, Dubois, Bartholomew, Clay and Allen.

- 4) How many other Counties will you be serving as technical advisor during the period of January 1, 2007 to December 31, 2007?

CLT will serve as technical advisor for 10 counties during the specified period.

- 5) If you are an individual, in what year did you earn your certification as a Level II Assessor – Appraiser as defined by I.C. 6-1.1-35.5?

Not applicable, see #6 below.

- 6) If you are a partnership or corporation, in what year did the proposed Sullivan County Project Supervisor earn their Level II Assessor/Appraiser as defined by IC 6-1.1-35.5?

Cathi Gould earned her Level II Assessor Certification in 1992.

- 7) What IAAO designations or courses has the proposed Sullivan County Project Supervisor completed?

Cathi Gould has IAAO courses 101, 102, and 300

Judy D. Lypman
(Signature)

December 4, 2006
(Date)

Tyler Technologies, Inc. | CLT Division
(Name of organization, if applicable)

Bid Form

BID FORM

The undersigned, having reviewed Specifications for the 2007 Contract for Annual Trending and Support Services for Sullivan County, Indiana, dated November 17, 2006, does hereby offer to perform the services described therein for the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00).

Tyler Technologies, Inc. | CLT Division

Company Name

Greg D. Ferguson

Signature

Sales Executive

Title

December 4, 2006

Date

Bid Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we TYLER TECHNOLOGIES, INC.
(Here insert full name and address or legal title of Contractor)

3199 KLEPINGER ROAD, DAYTON, OH 45406

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
(Here insert full name and address or legal title of Surety)

One Tower Square, 3PB, Hartford, CT 06183

a corporation duly organized under the laws of the State of CONNECTICUT
as Surety, hereinafter called the Surety, are held and firmly bound unto Sullivan County
(Here insert full name and address or legal title of Owner)

100 Courthouse Square, Room 202, Sullivan, IN 47882

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount of Bid

Dollars (\$ ---10%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
2007 Trending and Annual Support Services
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of December 2006

Karon A. Hamlett
ATTEST ~~XXXXXXXX~~

TYLER TECHNOLOGIES, INC.
(Principal) (Seal)

BY: John R. Barber SSM
(Title)
Travelers Casualty and Surety Company of America

Daniel Kenaly
(Witness)

BY: Douglas S. Hanseh
(Title) (Seal)
Douglas S. Hanseh, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 213696

Certificate No. 000465122

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas S. Hansen, Kathleen M. Berkelback, Eric J. Follman, Sr., Nancy Nigro, and John P. Follman Jr,

of the City of Berlin, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of January, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.



[Signature]
Marie C. Tetreault, Notary Public

Detailed Proposal

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SULLIVAN COUNTY, INDIANA SUPPORT SERVICES CONTRACT

This contract is entered into this _____ day of _____, 2006, by and between the County Assessor of Sullivan County, Indiana, hereinafter referred to as the "County," and Tyler Technologies Inc. | CLT Division, 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."

RECITALS

- A. The County has determined that they should employ the Professional Appraiser as a technical advisor for support services purposes according to the provisions of IC 6-1.1-4-17;
- B. The County wishes to contract with the Professional Appraisers and the Professional Appraisers are 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 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 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:

ARTICLE 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.

ARTICLE 2.0: Duties of Professional Appraiser

2.01 The Professional Appraiser shall provide support 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.

ARTICLE 3.0: Consideration

The County shall pay the Professional Appraiser as follows:

- 3.01 A fee of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) in full payment for the complete performance of all duties, responsibilities and activities identified in the attached Scope of Services. At the beginning of each year, a review of the contract and service will be performed with the Contract Representative. Any changes in laws or directives set forth by the DLGF that requires more services beyond the Scope of Services, the contract will have an addendum added to compensate the Professional Appraiser for their services. Likewise, in the event that the laws or directives change so that the services are not required, the entire contract or part of the contract can be terminated. In the event that the laws and directives do not change, another contract will need to be signed by all those signing this contract or their successors in office to continue the support services. The County can exercise its option to renew the contract on a yearly basis.
- 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.

ARTICLE 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 fifteen (15) days of the contract signing date.
- 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 concerning an appeal filed under IC 6-1.1-4-19, on or before March 1, 2008.

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 the County 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 fifteen (15) 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 any time 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.

- 8.02 The Professional Appraiser will provide to the legislative services agency and the DLGF unrestricted access to the Professional Appraisers work product under the contract. The Professional Appraiser will abide by this provision as long as the County Assessor has been informed of the request.

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 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

15.01 The County may terminate this Contract, if by majority vote they determine that the Professional Appraiser has failed to make satisfactory progress toward completion. In such case, the County will transmit a Termination Notice of the fault to the Professional Appraiser by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and the Professional Appraiser shall be given thirty (30) days in which to remedy the condition which has caused the Termination Notice, or suffer termination. In the event of termination or suspension, the Professional Appraiser 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 Professional Appraiser's standard or published rates) for all services, software, licenses and/or bonding delivered by the Professional Appraiser 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 At the County's request, the Professional Appraiser shall participate in appeals taken and processed in accordance with administrative or statutory procedures from any individual assessment, which is computed directly from the Company's appraised value. The Professional Appraiser shall be notified within ten (10) days after filing of a notice of appeal, the Professional Appraiser, or its employee or representative shall see that a competent witness is well prepared to give proper evidence and testimony at such a time the appeal is heard. Forty (40) person hours for this service are included in this base contract. Additional appeal hearing services will be at 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.

ARTICLE 17.0: Independent Contractor

17.01 In the performance of this Contract, 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 18.0: Liability

- 18.01 Except as provided elsewhere, the Professional Appraiser agrees to defend and save harmless the County Assessor and the Township Assessors, 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.
- 18.02 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.
- 18.03 In any event, the Professional Appraiser's 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.
- 18.04 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. The County shall be named as an insured party under said insurance.
- 18.05 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.
- 18.06 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.

ARTICLE 19.0: Subcontracting

- 19.01 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.
- 19.02 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.

ARTICLE 20.0: Force Majeure

- 20.01 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.
- 20.02 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 21.0: Maintaining A Drug-Free Workplace

- 21.01 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 22.0: Non-Solicitation

- 22.01 During the Period of Agreement and for a period of six months following the project completion date, the Jurisdiction will not solicit for employment or hire any Company employee without the express written consent of the Company.

ARTICLE 23.0: Additional Compensation

- 23.01 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. Also, refer to Article 3.02, page 2 an entitled "Consideration."
- 23.02 The Contract may provide provisions for additional work not included in these specifications. The Contract may provide for amendments made by Addendum without rebidding to permit the Assessors to contract for additional serves, i.e. New Construction, Technical Assistance for Annual Adjustments for the 2008 and subsequent years until the next General Reassessment Year.

ARTICLE 24.0: Professional Appraiser Right To Stop Work For Non-Payment

- 24.01 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 27th day of Dec, 2006.

Sullivan County Representatives:

By: Chris Anderson
County Commissioner

By: [Signature]
County Commissioner

By: _____
County Commissioner

By: Vicki Talpas
Vicki Talpas, Sullivan County Assessor

APPROVED:

PROFESSIONAL APPRAISER:
Tyler Technologies, Inc. | CLT Division

By: Troy D. Fryman
Troy D. Fryman, Indiana Sales Representative

WITNESSED:

Karen A. Hamlett

SCOPE OF SERVICES

1. OBJECTIVE/PROGRAM DEFINITION

The Professional Appraiser understands the objective of this project is for the Professional Appraiser to 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, industrial and utility real property.

2. CLASSIFICATION OF PROPERTY

The Professional Appraiser understands the responsibility of identifying 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. It is the Professional Appraisers policy to maintain an internal quality control procedure that ensures uniformity and enhance 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 Support Services duties within this project. Classroom lecture, peer review, and in-field training will be included on the curriculum for new project hires. A thorough lecture session will be included for experienced project employees to educate them to the local jurisdiction procedures.

5. PROFESSIONAL APPRAISER'S RESPONSIBILITIES

The Professional Appraiser is fully aware of all laws regarding the assessment of real property in the State of Indiana. It is our intent to fully comply with these laws and provide a comprehensive support services to the County.

The Professional Appraiser understands the confidential nature of appraisal data.

All direct assessment activities must be performed by a level two assessor-appraiser certified under IC 6-1.1-31.7. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-31.7. Additionally, a level two 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 to include grade, effective year, and condition; (3) Statistical analysis for neighborhood factoring; (4) Statistical analysis for land order modification; (5) Statistical analysis on obsolescence applied to commercial and industrial properties.

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

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 account for significant value influencing variations by developing and applying factors, which reflect those variations. These influence factor tables should be standard throughout the county and shall be approved by the County Contract Representative.

The Professional Appraiser shall be responsible to review a mix of all improved Residential, Agricultural, Commercial, Industrial, and Utility properties that the County chooses, not to exceed 3200 mixed improved parcels.

The Professional Appraiser will verify property information with a drive-by for all Residential and Agricultural buildings, showing all additions, garages, and appendages with dimensions and necessary identification on the property record. Any missing or incorrect data will be turned over to the County for a re-measure by the County Assessor and or by the Township Assessor/Trustee.

A full walk around of all Commercial, Industrial and Utility buildings, showing additions, out buildings, and appendages with dimensions and necessary identification on the property record card. Each property record card shall be compared to the actual property for accuracy of data. Any errors or omissions shall be corrected with particular attention being given to room additions and added buildings. All outbuildings shall be counted and inspected for accuracy of labels, features, and obvious measurement errors.

The Professional Appraiser shall collect income and expense information to arrive at market square foot rates and capitalization rates. For each improved Commercial, Industrial, and Utility parcel, the Professional Appraiser when it applies shall review obsolescence depreciation in accordance with the Constitution and laws of the State of Indiana. The Professional Appraiser shall be responsible to value review each and all properties for accuracy, completeness and conformity of data, along with applying grade and classifications and depreciation, including the application of physical and obsolescence depreciation if any. All data collection, recommended values and assessments shall be determined in accordance with the Constitution and laws of the State of Indiana, including all applicable rules, regulations, forms, schedules, standards, instructional bulletins and directions, provisions, and directions set forth by the DLGF.

All measurements are to be made by a 100' tape; the use of rods and wheels will be avoided

unless, circumstances such as shrubbery and equipment prohibit the use of a measuring tape. All data collection will be conducted between the hours of 8:00 A.M. to 7:00 P.M. on any day, Monday through Saturday, excluding legal holidays.

Each neighborhood shall have its standard condition rating reviewed and each house shall be compared to that standard when setting the condition rating. The Professional Appraiser shall review the effective year built of each dwelling. Depreciation shall be set from the County's computer system.

The Professional Appraiser shall review neighborhood factors for each market neighborhood set by the 2006 Trending process. The Professional Appraiser shall apply changes to the County computer system upon request by the County.

The Professional Appraiser will comply with the sales ratio study, which shows results that met DLGF standards. The Professional Appraiser will validate all sales disclosures and property data of sale properties. The Professional Appraiser shall conduct a yearly sales ratio study and submit their findings to the contract representative to review for recommended changes.

The Professional Appraiser shall make preliminary recommendations of the true tax values and assessed values for the parcels/properties reviewed, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those parcels/properties.

The Professional Appraiser will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the DLGF. The Professional Appraiser can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

The Professional Appraiser will adequately provide for the creation and transmission of real property assessment data in the form required by the legislative services agency and the division of data analysis of the department. The Professional Appraiser can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

The Professional Appraiser will provide a digital picture for thirty-two hundred improved parcels. The photographs shall be taken from the best possible angle. Large agricultural, commercial, and industrial properties shall have as many shots taken as necessary to include all buildings or improvements.

For additional Professional Appraiser Responsibilities, please refer to Article 3.02, page 2 of the Articles of Agreement entitled "Consideration". Also, refer to Article 23.01, page 9 of the Articles of Agreement entitled "Additional Compensation."

The Professional Appraiser is not responsible for data entry as it pertains to the Support Services outlined in the County's specifications. If needed assistance, the Professional Appraiser has been highly trained in working with the ProVal Plus System throughout various counties of Indiana and will give guidance if needed.

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 support services by the Professional Appraiser, (2) Copying current tax plat maps for use by the Professional Appraiser for the support services; and (3) Providing an adequate amount of office space including phone lines to perform all duties necessary during the support services process.

It is understood that the County shall provide adequate office space, for project utilization during the support services agreement. All furnishings, to include tables, chairs, filing cabinets, phone line access, 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 shall furnish tax maps as needed to the Professional Appraiser as well as two copies of each property record card or worksheet containing the physical data of the property record card. This information will be delivered according to the schedule contained within the Project Work Plan. The County shall also provide a copy of all maps and information used in defining the neighborhoods and land values.

The County is responsible for all data collection of residential and agricultural new construction, unless specified in a new construction contract.

The County shall furnish a list of all sales disclosures parcels in neighborhood order.

The County shall be responsible for the postage and mailing of the income and expense statement if needed.

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. 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 contract representative 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.

tyler works.

Tyler Technologies, Inc. CLT Division

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www.tyler-clt.com

December 22, 2006

Vickie Talpas
Sullivan County Assessor
100 Courthouse Sq Rm 203
Sullivan, IN 47882

RE: Appraisal Support Services Contract

Ms. Talpas:

This letter is in response to the Department of Local Government Finance's (Department) review of the proposed Appraisal Support Services Contract between Sullivan County and Tyler Technologies Inc. | CLT Division for compliance with the requirements of Indiana Code §§ 6-1.1-4-18.5, -19.5, and 50 IAC 15-4-1.

Tyler agrees to include the provision as stated in the Department's letter of December 22, 2006 as follows:

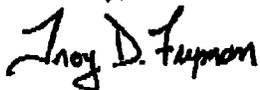
"The Professional Appraiser shall provide complete updated parcel characteristics and assessment data in a manner and form that meets the data export and transmission requirements of the legislative services agency and the department of local government finance." (Indiana Code § 6-1.1-4-19.5(6))

Tyler | CLT can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

All other terms and conditions of the original referenced proposal will remain in effect and in full force.

If this charge meets with your approval, please sign this letter and return one signed copy to us for our records.

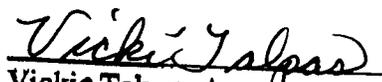
Sincerely,



Troy D. Fryman
Sales Executive:

TDF:kah

Sullivan County, IN



Vickie Talpas, Assessor