**Tyler Technologies, Inc**
**CLT Division**

RECEIVED
APR 09 2007
DEPT. OF LOCAL
GOV'T. FINANCE

# Warrick County, Indiana

## Articles of Agreement
## for
## Appraisal Support Services

March 2007

# TABLE OF CONTENTS

ARTICLE 1. Incorporation of Recitals ..... 2
ARTICLE 2. Duties of Professional Appraiser ..... 2
ARTICLE 3. Consideration ..... 2
ARTICLE 4: Term of Contract ..... 2
ARTICLE 5: Professional Appraiser Certification; Contract Void on Revocation ..... 3
ARTICLE 6: Contract Representative ..... 3
ARTICLE 7: Work Plan ..... 3
ARTICLE 8: Contract Reports and Monitoring ..... 3
ARTICLE 9: Time and Manner of Payment ..... 4
ARTICLE 10: Penalties ..... 4
ARTICLE 11: Responsibilities ..... 4
ARTICLE 12: Non-Discrimination ..... 4
ARTICLE 13: General Provisions ..... 5
ARTICLE 14: Delays ..... 5
ARTICLE 15: Termination ..... 6
ARTICLE 16: Independent Contractor ..... 6
ARTICLE 17: Liability ..... 6
ARTICLE 18: Subcontracting ..... 7
ARTICLE 19: Force Majeure ..... 7
ARTICLE 20: Maintaining a Drug-Free Workplace ..... 8
ARTICLE 21: Non-Solicitation ..... 8
ARTICLE 22: Additional Compensation ..... 8
ARTICLE 23: Professional Appraiser Right to Stop Work for Non-Payment ..... 8
ARTICLE 24: Compliance with Indiana Code § 6-1.1-4-19.5(6) ..... 8
WITNESS/SIGNATURE PAGE ..... 9 - 10
SCOPE OF SERVICES ..... Error! Bookmark not defined. - 15

# WARRICK COUNTY, INDIANA SUPPORT SERVICES CONTRACT

This contract is entered into this_____ day of _____, 2007, by and between the County Assessor and undersigned Township Assessors of Warrick 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." The Professional Appraiser shall perform the Commercial/Industrial/Residential Support 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 support 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 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. Incorporation of Recitals

1.1 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. 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. Consideration

The County shall pay the Professional Appraiser as follows:

3.01 A fee of ONE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED DOLLARS ($173,400.00) in full payment for the complete performance of all duties, responsibilities and activities identified in the attached Scope of Services for the year (2007). 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: Term 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 in regard to an appeal filed under IC 6-1.1-15, on or before June 1, 2008.

## ARTICLE 5: 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

5.03 The County will approve all Company Personnel working on this special project during the length of this contract.

## ARTICLE 6: 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: Work Plan

7.01 The Profession 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: 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.

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: 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 forty five (45) 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, also as found in section 7.01 (Work Plan) and section 8.01 (Contract Reporting and Monitoring) 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: 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: Responsibilities**

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

**ARTICLE 12: 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: 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: 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: 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: Independent Contractor

16.01 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 17: Liability

17.01 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, it employees and agents.

17.02 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.

17.03 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.

17.04 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.

17.05 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.

17.06 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.

17.07 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.

**ARTICLE 18: Subcontracting**

18.01 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.

18.02 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 19: Force Majeure**

19.01 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.

19.02 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 20: Maintaining a Drug-Free Workplace**

20.01 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 21: Non-Solicitation**

21.01 During the Period of Agreement and for a period of six 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 Company.

**ARTICLE 22: Additional Compensation**

22.01 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. Refer to Article 3.02 of this contract for fee of these services.

**ARTICLE 23: Professional Appraiser Right to Stop Work for Non-Payment**

23.01 Payment of billings is due within forty five (45) 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.

**ARTICLE 24: Compliance with Indiana Code § 6-1.1-4-19.5(6)**

24.01 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." However; the County's CAMA System has to be compatible in producing these specific reports.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 30 day of March, 2007.

Warrick County Representatives:

By: Don Williams,
Commissioner

By: [illegible],
Commissioner

By: Phillip H. Begley,
Commissioner

By: Angela D. Wilder,
Warrick County Assessor

By: Lana Lockhart Ohio,
Township Assessor

By: Barbara Pryor,
Township Assessor

By: Gwen Putler Green
Township Trustee

By: Janice Snodgrass, Anderson
Township Trustee

By: Raleigh K Bruner AB Owen
Township Trustee

By: Kelly D Hall Hart,
Township Trustee

By: Steven M Wagner Campbell
Township Trustee

By: William Steve Bear Pigeon,
Township Trustee

By: _____,
Township Trustee

By: _____,
Township Trustee

APPROVED:

Warrick County Attorney:

By: _____,
Attorney

PROFESSIONAL APPRAISER:
**Tyler Technologies Inc., | CLT Division**

By: _____
Matthew A. Tenhundfeld, Sales Support

WITNESSED:

_____

# SCOPE OF SERVICES

## 1. OBJECTIVE/PROGRAM DEFINITION

The Professional Appraiser understands the objective of this project is 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.

## 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 APPRAISERS 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, and (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, 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 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 and/or Township Assessor/Trustee.

The Professional Appraiser shall make a visit to 2786 improved Residential and 286 Agricultural properties for the 2007 year of this contract. The Professional Appraiser will verify property information with a drive by of all the major buildings showing all additions, garages, and appendages with dimensions and necessary identification on the property record card except where prohibited by fence, livestock, shrubbery or other physical barrier. Each property record card shall be compared to the actual property for correctness of information. 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 correctness of labels, features and obvious measurement errors. Any properties that need to be measured for new construction shall be given over to the County in a list form.

The Professional Appraiser shall data collect pertinent data and value two hundred (200) residential new construction properties.

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 effective year built of each dwelling shall be reviewed by the Professional Appraiser. Depreciation shall be set from the County's computer system.

The Professional Appraiser shall make a visit to 113 improved Commercial, Industrial, and Exempt properties for the 2007 year of this contract. 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 Exempt 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 provide support documentation to prove how the obsolescence is measured and calculated for each parcel in which obsolescence depreciation is applied. 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.

The Professional Appraiser shall review neighborhood factors for each market neighborhood set by the reassessment process. The Professional Appraiser shall apply changes to the County computer system upon request by the County. The Professional Appraiser shall answer and correct any problems with the submitted trending sent into the DLGF, with no additional compensation from the County.

The Professional Appraiser will comply with the sales ratio study which shows results that met DLGF standards. The Professional Appraiser shall conduct a sales ratio study and submit their findings to the contract representative and or township assessor/trustee 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' CAMA system is compatible to producing these specific reports requested.

For additional Professional Appraiser Responsibilities, please refer to Article 2, 2.01 on page 2 of the Articles of Agreement entitled "Duties of Professional Appraiser." Also refer to Article 3.02 on page 2 of the Articles of Agreement entitled "Consideration" for fee of additional services.

The Professional Appraiser shall verify sales information in all townships except for Ohio and Boone Townships.

The Professional Appraiser shall provide technical support to the Assessors and PTABOA when requested regarding appeals. The Professional Appraiser shall perform forty (40) person hours for this service requested, included in the base contract fee.

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.

## 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, 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 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, agricultural, commercial, and industrial new construction. Also, the County is responsible for all data entry of these parcels. Additional services requested by the County for the Professional Appraiser to perform needs to be referred to Article 3.02, page 2 entitled "Consideration" for compensation of such services.

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.

The County shall be responsible for all data entry to changes to the property record cards.

The County shall be responsible for verification of all sales information in Ohio and Boon Townships.

## 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 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 is prepared to 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 can be provided if needed.

## 11. INFORMAL HEARINGS / PTABOA

Please refer to Article 3.02, page 2 of the Articles of Agreement, entitled "Consideration," for compensation of additional services.