

CONTRACT

This Contract made the 21st day of APRIL 2015, by and between, Yadkin, County, North Carolina, hereinafter called the "COUNTY" and Tyler Technologies, Inc., hereinafter called the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE I

The CONTRACTOR will provide appraisal assistance to the COUNTY relating to Schedule of Values research and analysis activities and real property appraisal activities as defined in the body of this document.

ARTICLE II

The CONTRACTOR will assist the COUNTY with research and analysis for the development of the Schedule of Values Standards and Rules for the 2017 Reappraisal Project. The CONTRACTOR will assist the COUNTY during the presentation and approval process of the 2017 Schedule of Values Standards and Rules.

The CONTRACTOR will complete a market value appraisal of two hundred (200) Commercial and Industrial properties located within Yadkin County. This activity will consist of an on-site visit to each parcel to confirm property characteristics and assign a market value. The County will identify the two hundred (200) Commercial and Industrial properties that the CONTRACTOR will visit.

The CONTRACTOR will provide a minimum of five (5) weeks to train and assist designated COUNTY staff in specified phases of the revaluation process, including: implementation of the land valuation tables, replacement cost schedules, and income valuation tables.

The CONTRACTOR will provide appraisers to hear informal appeals and Board of Equalization and Review appeals arising from the appraisal of the two hundred (200) Commercial and Industrial properties identified above.

OPTIONAL- The CONTRACTOR will provide assistance with preparation of evidence and will provide expert witness testimony for appeals before the North Carolina Property Tax Commission.

ARTICLE III

The CONTRACTOR agrees to perform this service for a fee of **Twenty Four Thousand Five Hundred Dollars (\$24,500.00)**. This fee is based on the following breakdown of activities:

Schedule of Values Assistance – Twenty (20) man days @ \$750.00 per day - **\$15,000**
Commercial Data Verification & Review – Two Hundred (200) parcels @ \$25.00 per parcel - **\$5,000**
Training and Consultation – One (1) man day @ \$750.00 per day - **\$750**
Informal & Board of E&R appeals – Five (5) man days @ \$750.00 per day - **\$3,750**
Optional – Fees for Property Tax Commission Appeals will be based on a rate of \$100.00 per hour plus travel expenses, \$800.00 per day plus travel expenses or \$4000.00 per week plus travel expenses.

If additional assistance other than the activities and fees outlined in ARTICLE II and ARTICLE III is required, the CONTRACTOR and COUNTY will negotiate the additional time and activities at the rate of \$750.00 per day.

ARTICLE IV

The CONTRACTOR agrees that the aforementioned fees will cover the cost of all labor, taxes, insurance, meals, telephone charges, lodging, automobile expense and all other travel related expenses.

ARTICLE V

The CONTRACTOR shall maintain Professional 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.

The CONTRACTOR shall maintain Worker's Compensation Insurance, which provides adequate coverage under the Compensation Act of North Carolina.

The CONTRACTOR shall maintain Automobile Liability Insurance providing limits of \$300,000 per occurrence.

Insurance carriers licensed in the State of North Carolina shall provide the insurance coverage referenced above.

ARTICLE VI

The CONTRACTOR will invoice the COUNTY every four (4) weeks for an amount which shall reflect the progress and work performed in the preceding four (4) weeks. The percentage of the project completed during the preceding four (4) weeks shall be set forth by the CONTRACTOR on a progress report submitted with the invoice.

The COUNTY will make payment to the CONTRACTOR within thirty (30) days of the date of each invoice. Failure of the COUNTY to make payment when due shall entitle the CONTRACTOR, in

addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

ARTICLE VII

The COUNTY will provide; field maps, data collection forms and appraisal manuals for use in research and analysis. All forms and maps will be assembled and organized by COUNTY clerical staff prior to delivery to the CONTRACTOR.

The COUNTY will also provide the following:

- Office space - The COUNTY will provide office space for the COMPANY'S use during the project. The COUNTY will provide office furniture, forms, binders, office supplies and local telephone service.
- Use of Records and Maps – Subject to schedules and procedures approved by the COUNTY, all tax records, maps and appraisal data and information pertinent to the performance of the activities outlined in this agreement will be made available to the COMPANY.
- Design of Required Forms – The COMPANY and COUNTY will design and develop the forms necessary for completion of the activities outlined in this agreement. The COUNTY will bear the cost of all forms used during this project.
- Postage – The COUNTY will be responsible for all project related postage and mailings.
- Sales File – the COUNTY will make available a file of all real property transactions for use in analysis of sales for land pricing.
- Computer Access – The COUNTY will provide the COMPANY access to at least one computer terminal to allow for analysis of existing records and sales files.

ARTICLE VIII

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of termination or suspension, the CONTRACTOR 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 CONTRACTOR'S standard or published rates) for all services, software, licenses and/or bonding delivered by the CONTRACTOR 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 IX

This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE X

The relationship between the parties shall be that of an independent contractor and not an agent, servant, or employee of the COUNTY.

ARTICLE XI

Indemnification: The CONTRACTOR agrees to defend and save harmless the COUNTY, its officers, agents and employees 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 CONTRACTOR, its agents, or employees and with respect to the degree to which the COUNTY is free from negligence on the part of itself, its employees and agents.

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

In any event, the CONTRACTOR'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 CONTRACTOR under this Agreement.

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

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.

Non-Solicitation: 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 CONTRACTOR employee without the express written consent of the CONTRACTOR.

Entire Agreement: This Agreement represents the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or

statutory. The COUNTY hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the CONTRACTOR and by a duly authorized official of the COUNTY.

Governing Law: This Agreement shall be interpreted under the substantive law of the State of North Carolina, as it existed and was interpreted on the effective date of this Agreement. In the event that the laws of the State of North Carolina change, so as to create additional work for the CONTRACTOR not provided for in this Agreement, the COUNTY shall allow the CONTRACTOR a reasonable extension of the completion date and additional compensation to be negotiated.

IN WITNESS WHEREOF, the parties have executed or caused this Contract to be executed by their duly authorized officers.

COUNTY

By: Lisa L. Hughes

County Manager

CONTRACTOR

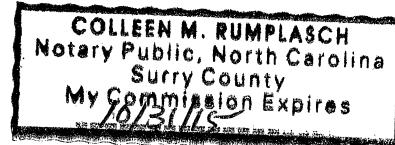
By: W. Steven Crysel

W. Steven Crysel
Senior Account Executive

This is to certify that Lisa L. Hughes appeared before me this day and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed, this 21st day of July 2015.

Colleen M. Rumplasch
Notary Public

My Commission Expires 10/31/15



This is to certify that W. Steven Crysel appeared before me this day and acknowledged the execution of the foregoing instrument for the use and purposes expressed, this 30 day of April 2015.

Wilma B. Shell
Notary Public

My Commission Expires 2/26/2017

