Did Tyler violate contract?

Company left in middle of appeals process

BY CARLOS GALARZA
THE JOURNAL

WALHALLA — Tyler Technologies Inc. appears not to have fulfilled the terms of its contract related to the informal appeal process outlined in the "Scope of Services" required of the company by Oconee County.



Moulder

The scope called on Tyler "to hold informal hearings to meet with property owners in order to explain, discuss and hear appeals concerning values established."

Tyler closed its Oconee offices at the Brown Building in Walhalla on Oct. 21, stopped participating in the appeals process and exited with $1.8 million paid by the county.

The deadline for filing appeals is Dec. 9 and the task of handling appeals has fallen on the Oconee County Assessor's Office.

When Tyler departed, less than 2,000 appeals had been filed. County Administrator Scott Moulder said the number of appeals is now approaching 6,000 — a spike of about 200 percent.

The Scope of Services is referenced in RFP (Request for Proposals) # 09-20 that was issued by Oconee on Feb. 8, 2010. RFP # 09-20 is included as part of the contract signed April 16, 2010, between Oconee and Tyler.

Tyler was required also "to keep a log/spreadsheet of all appeals received indicating property owner, date of appeal, method of appeal and disposition of appeal." The "Scope" also called on the company to have "an ample number of qualified appraisers" available on-site to hear appeals.

The Journal recently asked Moulder about Tyler's premature departure and how that impacted the terms of the contract.

Moulder said the contract required a certain number of hours for informal and formal appeals, and that Tyler had satisfied time required for the informal process.

However, neither the RFP nor the contract make any reference to the number of hours Tyler was to allot for appeals.

The only time reference concerning appeals in the Scope of Service is to "15 minutes shall be allotted by the Contractor for each appeal according to the number and type of properties they are appealing."

Tyler also was required to "ensure that assessors hearing appeals endeavor to explain and demonstrate to each appealing property owner how they arrived at the changes in assessed values."

Yet, multiple taxpayers have told The Journal that the county is not making available data compiled by Tyler that was used in determining values.

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TYLER: Contract with company runs through Feb. 27, 2012

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Les Knoblock, a Georgia and South Carolina certified general appraiser, reviewed the Tyler contract and called the agreement "sophomoric."

Knoblock has looked at Oconee's reassessment while assisting a few taxpayers.

He said the reassessment "does not follow state law" because the county has not provided data to justify Tyler's mass appraisal as required by Standard 6 of the Uniform Standards of Professional Appraisal Practice.

The contract with Tyler runs through Feb. 27, 2012.

County Council meets Tuesday night, just three days before the appeals period is scheduled to end.

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