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YEAR 2005 Delayed Contract for 2006

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PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 27th day of September 2004 by and between Nexus Group, Inc. ("Nexus") and the County Assessor of Daviess County, Indiana ("Client").

RECITALS:

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement**. Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.

2. **Services to be Performed**. During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to market adjustment factors and property class ratio studies. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real Property Assessment Manual, any

subsequent alterations to this document, as well as pertinent and other related adopted rules including, but not limited to, equalization requirements.

3. **Compensation**. In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of $22,500.00; invoiced per the following schedule:

   December 1, 2004 - $ 12,500.00

   The remaining contractual amount and final payment of $10,000.00 will be due and payable upon mutual satisfaction of both parties that all contract deliverables have been met. Nexus shall submit an invoice or claim for payment to Client on the above-indicated dates for a total of four billings. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be assessed an interest charge of one percent (1%) per month.

4. **On-Site Presentations and/or Defense**. Nexus agrees to provide public presentations, defend and/or support any aspect of these Services for an additional fee of $750 per day. If desired by the Client, Nexus agrees to make a public presentation at mutually agreeable dates and times in Daviess County to inform and educate the public as to predicted impacts of the reassessment process and/or the Services detailed hereunder as performed by Nexus. Nexus shall work with the Client to obtain adequate media coverage for these presentations. At no additional expense, Nexus agrees to provide the Client with exemplary documentation for information defense as provided in the Services so that Client may better comment on petitions or other matters.

5. **Term, Termination and Suspension**. The term of this AGREEMENT shall commence on the earliest data noted above and shall continue indefinitely until all Services have been provided. Nexus may cancel this AGREEMENT with thirty days notice and for good and just cause. Client may cancel this AGREEMENT at any time with thirty (30) days notice. In the event of cancellation by either party, any and all outstanding payments shall likewise be suspended. Further, Client may suspend the provision of Services at his sole discretion, making the payment of any and all outstanding compensation due and payable in Section 3 likewise suspended. At the resumption of Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and a compensation schedule.

6. **Confidentiality**. Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.

7. **Independent Contractor**. Nexus shall at all times be an independent contractor hereunder, rather than a coverture, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.

8. **Proscribed Activities**. Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Daviess County, Indiana.

9. **Enforcement**. The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.

10. **Governing Law**. The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.

11. **Waiver of Breach**. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

12. **Entirety**. This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.

13. **Survival**. The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.

14. **Captions**. The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.

15. **Binding Effect**. This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.

16. **Indemnification**. Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.

17. **Contract Representative**. The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 4225 N. Illinois Street, Indianapolis, IN 46208 (317-925-7783).

18. **Notices**. All written notices shall be directed, if to Nexus, at: 4225 N. Illinois St., Indianapolis, IN 46208; and if to Client, at: Daviess County Assessor, 200 E. Walnut St. Courthouse, Washington, Indiana 47501.

19. **Responsibilities**. The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.

20. **Non-Discrimination**. Pursuant to IC 22-9-1-10, Nexus 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.

21. **Delays**. Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) 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.

22. **Subcontracting**. Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

23. **Force Majeure**. 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 non-performing party.

24. **Maintaining A Drug-Free Workplace**. Nexus 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 Client 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. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"Nexus"

By: _____ Date 8-29-04.
Frank S. Kelly, President

By: _____ Date _____
Jeffrey S. Wuensch, COO

By: _____ Date 9-27-04
Dennis G. Eaton
Daviess County Assessor

Attachment 1

Nexus Group Deliverables:

1. **Review and Verify Daviess County Sales Disclosure Form Database.** Verification may include use of MLS data (see Daviess County deliverables). Verified Sales Disclosure Form Database due within ninety (90) days of provision of data by Client.

2. **Develop Sales/Appraisal Database by Township, Neighborhood, and Property Class.**

3. **Review, Consolidate and/or Expand Existing Neighborhood Delineations with Sales Data.**

4. **Generate Preliminary Neighborhood Market Factors.** Each residential neighborhood delineation in Daviess County will be assigned a market index. Due within thirty (30) days of provision of data by Client.

5. **Conduct Ratio Study on all Property Classes (Residential, Commercial, Industrial, Utility, Agricultural, and Vacant Land).** Nexus shall provide various statistical analyses of ratio study data, including, but not limited to, various parametric measures of location, central tendency, variance, standard deviation and related. All testing in this manner will meet a minimum confidence interval of 95% (or 0.05 significance level).

6. **Generate Preliminary Ratio Study Findings & Provide Preliminary Report by Township and Property Class.** Due within thirty (60) days of provision by Daviess County of deliverable item #3.

7. **As Necessary, Recommend Changes to Assessments by Property Class, Type, and Location.** Due within sixty (60) days of provision by Daviess County of deliverable item #3.

8. **Generate Final Equalization Report to County Assessor on Levels of Assessment & Uniformity by Property Class and Township.** Due date to be determined based by the Daviess County assessor in conjunction with the final requirements of the DLGF.

Daviess County Deliverables:

1. **Provide access to the Daviess County Sales Disclosures.** Data will be provided, preferably in electronic format compatible with Microsoft EXCEL or ACCESS.
2. **Provide access to Final Daviess County Land Valuation information for the 2005 assessment cycle.** Data will be provided in electronic format, compatible with Microsoft EXCEL if possible.
3. **Provide access to parcel information for all parcels in Daviess County.** Nexus shall provide a template detailing the specific data fields required to complete all deliverables. Data will be provided in electronic format, compatible with Microsoft EXCEL. Due within 45 days after the date at which various Daviess County assessment officials and service providers have completed all deliverable aspects to make such information accurate and available in electronic format.
4. **Provide detailed County, Township and Neighborhood Maps.** At the earliest convenience.

Accepted and approved this 27th day of September, 2004, by the Daviess County Commissioners.

Steve Myers – President

Jim Truelove

Anthony Wichman