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CONTRACT FOR
Technical Services
Fulton County, Indiana
2006

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ARC #06-IN-336R1-FUL-00-70

Appraisal Research
CORPORATION

This contract is entered into this_____ day of _____, 2006, by and between the Fulton County Commissioners representing the Fulton County Assessor hereinafter referred to as the "Assessor", and Appraisal Research Corporation, an Ohio Corporation with an office in Greensburg, Indiana, licensed to do business in Indiana, hereinafter referred to as "ARC".

CONSIDERATION

The total consideration for the goods and services as stated in this contract is seventy-one thousand nine hundred dollars ($71,900.00) per year for a four (4) year period.

AGREEMENT

1. DETAILS

All work carried out in connection with this project shall be in accordance with Regulation Guideline, published by the Department of Local Government Finance (DLGF), and also with generally accepted appraisal principles and the ethical professional guidelines of the International Association of Assessing Officers.

2. PROGRAM DEFINITION

ARC shall assist the Assessor in developing an on going plan which shall result in fair and equitable real property assessments. ARC shall follow the Constitution and laws of the State of Indiana. Value estimates shall be established following the rules, forms, schedules, and standard and provisions set forth by the "Indiana Real Property Guideline." ARC understands the nature of this work is provided to the Assessor to assist in developing proper valuation. All decisions for final assessed valuation of properties, forms, records and supplies to be furnished, shall be made by the Assessor.

3. ARC RESPONSIBILITIES

ARC shall review and collect all information necessary to value specific parcels. One quarter of the parcels in the County shall be reviewed over each of the next four (4) years. ARC shall produce a database with a digital photography over a four (4) year cycle that is accurate and up-to-date so that whenever a reassessment date is established by the DLGF or legislature, the Assessor shall be ready to revalue property.

ARC shall visit all parcels which have commercial or industrial new construction on a yearly basis. All improvements to the parcels shall be measured, listed, and all the data collected necessary to value the improvements on the Assessor's CAMA system. A digital photograph shall be taken of

all new commercial or industrial improvements. These photographs shall be identified in a manner dictated by the Assessor.

ARC shall be responsible for developing a database of validated residential, commercial and industrial sales disclosures. This database shall be available for viewing and reporting as needed by the Assessor. ARC shall be responsible for developing a sales ratio study and adjusted neighborhood factors as dictated by the DLGF on a yearly basis beginning March 1, 2007 through the four (4) year cycle of the program.

ARC shall assist the Assessor in the execution of a comprehensive public information and public relations program. This program shall include monthly media releases, meeting with representatives of the media, and appropriate public meetings as may be determined by the Assessor.

ARC shall provide news releases for the Assessor to use in notifying the property owners of the areas in which work is being conducted. ARC shall provide news releases which cover general subjects about the program which can assist the public in understanding its purpose, objectives, and the methods and procedures by which it is carried out.

In addition, ARC shall provide qualified and capable speakers to address various public gatherings, as may be scheduled by the Assessor, not to exceed six (6) per year throughout the life of the contract.

ARC shall be responsible for the defense of values. This shall include, but not be limited to, informal hearings with taxpayers, pre-hearing conferences, PTABOA, Indiana Board and Tax Court hearings. ARC shall provide ten (10) person days and additional person days at a charge of four hundred dollars ($400) per day.

ARC understands that Fulton County has approximately 16,599 parcels.

4. SUBCONTRACTING

No subcontractors shall be used in the performance of this contract. This limitation shall not include the purchase of standard supplies, raw materials or computer systems.

5. REPORTS

ARC shall provide to the Assessor a work plan showing an appropriate schedule for the completion of work designated in the contract. This work plan shall be presented to the Assessor for approval within fifteen (15) working days after the signing of the contract between the Assessor and ARC.

ARC shall submit monthly progress reports to the Assessor showing the status of the project at the end of each month. These monthly progress reports shall measure the progress of the project in

accordance with the work plan submitted to the Assessor. Any deviation shall be commented upon and any corrective action needed shall be highlighted. ARC shall also provide other informational reports from time to time as requested by the Assessor.

ARC shall be responsible for making periodic reports to the Assessor and shall provide the written reports at the Assessor's request.

6. ACCESS TO RECORDS

The Assessor (or any member of the Board of Assessors) is welcome to visit ARC's offices at any time, or to accompany any ARC person into the field to view the quality of work being carried out. ARC shall provide full access to all record requests for the purpose of program monitoring.

7. MONTHLY/QUARTERLY MEETINGS

ARC shall schedule, upon the request of the Assessor, a monthly meeting with the Board of Assessors. This meeting shall be held to keep the Assessor as informed of the progress as possible relative to each phase of the program. ARC shall also be available any time to answer questions of the Assessor.

8. PAYMENT SYSTEM

Payment to ARC shall be made on a monthly basis pending approval of the monthly progress reports submitted by ARC, and on the Assessor's inspection of the assessment records. Payment shall be made within thirty (30) days after approval by the Assessor.

Ten percent (10%) of each monthly payment shall be retained pending completion of all work contracted. Payment of the retained amount shall be made to ARC within thirty (30) days after approval by the Assessor.

9. PENALTY

If ARC should fail to complete the appraisal program by the completion date of this contract, except for informal and PTABOA hearings, then all further payment shall be suspended at that time until all work has been completed. Payment of the suspended amount shall be made to ARC within thirty (30) days after that certification.

ARC shall pay the Assessor an amount of two hundred dollars ($200.00) per day beyond the completion date; Saturdays, Sundays and Holidays excluded. Such penalty shall be deducted from the contract sum owed to ARC by the Assessor. Completion shall be established for each part of the program as part of the contract negotiations.

10. NON-DISCRIMINATION

ARC shall not discriminate against any employee or application for employment, to be employed in the performance in this contract, with respect to his/her hire or tenure, or respect to terms, conditions, and privileges of employment because of race, color, religion, sex, handicap, national origin or ancestry. The breach of this covenant shall be regarded as a material breach of contract.

11. ASSESSOR RESPONSIBILITIES

The Assessor shall provide adequate office space for project utilization. All furnishings, equipment, supplies and phone shall be supplied by ARC. Any additional expenses and liabilities resulting there from shall be incurred by ARC without any obligation to the Assessor.

The Assessor shall furnish a copy of all tax maps, as well as a copy of each property record card or worksheet containing the physical data of the property record card. This information shall be delivered within fifteen (15) days of the signing of the contract.

The Assessor shall be responsible for all data entry, unless otherwise established before the start date of the contract, as well as printing of the property record card, Form 11s and postage to mail the Form 11s.

The Assessor shall be responsible for generating a complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the Department of Local Government and Finance.

The Assessor shall be responsible for adequately providing 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.

12. CLASSIFICATION OF PROPERTY

ARC shall be responsible for the identification of each parcel of real property in accordance with the property class codes as established by the State Board of Tax Commissioners in the "Indiana Real Property Appraisal Manual."

13. IDENTIFICATION

ARC shall provide its field and office personnel with suitable identification cards, which include an up-to-date photograph.

All automobiles used by field personnel shall be registered with the County Sheriff's office, as well as with local police departments and the various villages and towns within the County. Such

registration shall include license number, make, model, year, and color of vehicle. ARC shall also register all vehicles used by field personnel with the Assessor's office.

14. ARC EMPLOYEES

ARC shall assign, by name, an Indiana Level II Certified Assessor to this project. ARC shall use qualified and experienced employees to carry out all phases of this project. The Assessor shall have final approval of all ARC employees.

15. QUALITY CONTROL AND PROJECT INSPECTION

The Assessor reserves the right to inspect the work being done by ARC at frequent intervals during the program, and/or the Assessor may assign one or more staff personnel to work with ARC to assure a high quality and thorough going program.

16. INSURANCE AND WORKER'S COMPENSATION

ARC shall carry automobile, public liability and worker's compensation in the minimum amounts as shown below:

Type	Coverage	Amount
Automobile	Bodily injury	$100,000/$300,000
	Property Damage	$100,000
Public Liability		$100,000/$300,000
Worker's Compensation		Statutory requirement

If requested, a certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Assessor attesting to the above coverage.

ARC shall indemnify and save the Assessor, its officers and employees, harmless from all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description brought or recovered against it by reason of any act or omission of ARC, its agents, or employees in the execution of this project.

17. GENERAL PROVISIONS

This contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Assessor and ARC relating thereto. 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.

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 the contract, or their successors in office (with respect to the Assessor) or their administrators, successors or assigns (with respect to ARC). The failure of either party at any time (or times) to require performance of any provision hereof shall not be considered a waiver and will in no manner affect the right at a later time to enforce such provision.

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 unenforcability shall not affect any other provisions contained in this contract. If any provision 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.

This contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

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 the rights, duties and privileges of ARC hereunder may not be transferred, sub-licensed or assigned by it, either in whole or part, without the prior written consent of the Assessor.

18. TERMINATION AND VENUE

Either party may make termination of this entire agreement, with thirty (30) days written notice. Written notice must be given by certified mail. The remaining fee, which is due ARC from the Assessor, shall be paid an amount determined by mutual written agreement of the parties. If no agreement is reached within thirty (30) days of the cancellation, then said issue concerning compensation shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, under the terms and conditions for mediation set forth herein. If termination is for cause, in which case the remainder of the annual fee shall not be due. In the event of legal proceedings venue shall be Fulton County, Indiana.

19. SPECIFICATIONS

The above specifications as stated in the proposal shall be a part of the contract. The standard Department of Local Governmental Finance Contract shall be used in the execution of this project.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers.

FULTON COUNTY, INDIANA

Commissioner

Date: 5-1-06

Commissioner

Date: 5-1-06

Commissioner

Date: 5-1-06

ATTESTED:

Auditor

Date: 5-1-06

Assessor

Date: 5-1-06

APPRAISAL RESEARCH CORPORATION

Virginia R. Whipple, AAS
Regional Manager

Date: 4-25-06

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