

JAY

MISC,

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This Addendum is entered into this 1st day of May 2007, by and between the Jay County Commissioners representing Jays County Assessor and Trustee Assessors, hereinafter referred to as the "Assessors" and Mass Assessment Services.

RECITALS

- A. The Assessors and Mass Assessment Services have entered into an original contract dated April 15th, 2005, for New Construction, and subsequently amended this contract to include additional technical services.
- B. The Assessors have determined they should continue to employ Mass Assessment Services as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of New Construction, as required by IC 6-1.1-4-4.5 and 50 IAC 21, and other technical services as may be required when requested by the Assessors.
- C. The Assessors wish to continue to contract with Mass Assessment Services , and Mass Assessment Services is willing to be contracted by the Assessors.
- D. Mass Assessment Services is a Professional Appraiser as the term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7.

ADDENDUM FOR
2007 New Construction technical services

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM of agreement made and entered into at Portland, Indiana, this 1st day of May, 2007, by and between the JAY COUNTY BOARD OF COMMISSIONERS hereinafter called "County" and MASS ASSESSMENT SERVICES, LLC, hereinafter "Contractor"

WITNESSETH:

WHEREAS.. Contractor has contracted to render certain services to the County; and

WHEREAS, Contractor employs his own means of transportation, selects his own hours of activity, and is not under the direct supervision and control of the County except as an independent contractor for providing services.

NOW THEREFORE, it is agreed between the parties as follows:

1. The parties do each in consideration for the promises and representations of each other, stipulate the Contractor is an independent contractor and that the County is not required to withhold any or all Federal Income, Social Security, Withholding or Indiana Gross Income taxes, to secure Workmen's Compensation insurance or employee's liability insurance of any kind.
2. The sole compensation of Contractor is to be \$40,000.00 per year, payable in twenty-four (12) monthly increments of \$3333.33
3. Contractor will provide his own health insurance and will receive no benefits from the County.
4. Contractor will provide the following services:
 - A. With regard to new construction, the Contractor will measure each new structure and apply a grade and condition relative to the neighborhood.
 - B. Contractor will reassess one-half (1/2) of the County each year. Contractor will drive through one-half (1/2) of the County each year checking on construction and determining whether structures are being built without a building permit.
 - C. If Contractor finds the building is not listed on his field sheet provided by the County, he will treat that as new construction.
 - D. Contractor will follow the routing order given to him by the County Assessor.
 - E. Contractor will visit every industrial and commercial property to assure that the use has not changed since the last reassessment.
 - F. Contractor will assist the County Assessor in defending all appeals that might occur due to the assessment of real property.
 - G. Contractor will meet with taxpayers to discuss assessments as requested and conduct informal hearings as needed for up to ten (10) days per contract period.
 - H. Contractor will enter all commercial and industrial data into the County computer system'
5. Contractor shall complete all responsibilities under this contract by June 1st of each year;
6. Payment shall be reduced by \$50.00 per day for failure to meet the completion date.

7. Contractor shall make monthly oral reports to the township assessors involved or the designated Contract Representative for the township assessors upon request by the County Assessor;
8. Contractor 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;
9. The legislative services agency and the department of local governmental finance shall have unrestricted access to the contractor's work product under this contract;
10. Contractor shall provide for the creation and transmission of real property assessment data in the form that meets the data export and transmission requirements of the legislative services agency and the division of data analysis of the department of local government finance;
11. This contract is void if the individual's appraiser certification issued under IC 6-1.1-31.7 is revoked;
12. The term of this contract is to be a period of two (2) years. However either of the parties may terminate this agreement by giving written notice there of thirty (30) days in advance of the intention to terminate.
13. The term of this contract will be from 1st day of May 2007 and ending the 30th day of April, 2009, unless either party terminate as set out above.

In Witness Whereof, the Parties have executed this agreement the day and date first above written.

Commissioners

Milo M. Miller Jr.
Gary Theuner
John Lan

E. Anita Mills
Jay County Assessor, Contract Representative
for Jay county Trustees

Mass Assessment Services LLC
Mass Assessment Services LLC

ATTEST:

Ireda Corwin
Jay County Auditor

CONTRACT

THIS CONTRACT of agreement, made and entered into at Portland, Indiana, this 15th day of April, 2005, between the County Assessor, Township Assessors, and Trustee Assessors of Jay County, Indiana, hereinafter called "County" and David Schaadt called Contractor".

WITNESSETH:

WHEREAS, Contractor has contracted to render certain assessment and reassessment services to County; and

WHEREAS, Contractor employs his own means of transportation, and will not be paid for mileage. He selects his own hours of activity, and is not under direct supervision and control of County except as an independent contractor for providing services.

NOW THEREFORE, it is agreed between the parties as follows:

1. The parties do each in consideration for the promises and representations of each other, stipulate the Contractor is an independent contractor and that the County is not required to withhold any or all Federal Income, Social Security, Withholding or Indiana Gross Income Taxes, to secure Workmen's Compensation insurance or employee's liability insurance of any kind.
2. The sole compensation of Contractor is to be \$40,000.00 per year, payable monthly in twelve (12) increments through the Jay County regular claims system.
3. Contractor is an Independent Contractor and will receive no benefits from the County, except contract payments provided here.
4. Contractor will provide the following reassessment services to Jay County Assessor.
 - A. With regard to new construction, the Contractor shall measure each new structure and apply a grade and condition relative to neighborhood.
 - B. Contractor will reassess one-half (1/2) of the county each year. Contractor will drive through the one-half (1/2) of the county each year checking on construction to determine whether structures are being built without a building permit.
 - C. Redkey and Pennville do not have zoning; the contractor will drive each one of these small towns each year and assess all new construction.
 - D. If Contractor finds that a building is not listed on the field sheet provided by the

county, contractor will treat that a new construction.

- E. Contractor shall take digital pictures with his own camera, which will be compatible to load pictures into the counties software.
- F. Contractor shall drive, take digital pictures, (with own camera), and help verify all Disclosures.
- G. Contractor will review each industrial and commercial property located in the county between reassessment to assure that the use has not changed.
- H. Contractor shall assist the County Assessor in defending all appeals.
- I. Contractor shall defend appeals that go to the state and then on to the Indiana Tax court.
- J. Contractor shall meet with taxpayers to discuss assessment as requested and conduct informal hearings as needed.
- K. Contractor will enter all commercial and industrial data into the County Assessor's computer system.

5. The term of this contract is to be a period of two (2) years. However either of the parties may terminate this agreement by giving written notice thereof thirty (30) days in advance with the intention of willable cause to terminate. In the event of termination compensation shall be prorated to the date of termination and additional compensation will be due and payable thereafter.

6. The term of the contract will be from April 22, 2005, and ending April 22, 2007, unless either party terminates as set out above.

TO WIT: The following authorized office holders have witnessed and executed this contract with their

signatures this _____ day of _____, 2005

JAY COUNTY

County Assessor

Bearcreek Township Assessor

Greene Township Assessor

Jackson Township Assessor



Jefferson Township Assessor

Knox Township Assessor

Madison Township Assessor

Noble Township Assessor

Penn Township Assessor

Pike Township Assessor

Richland Township Assessor

Wabash Township Assessor

Wayne Township Assessor

Milo M. Mills Jr
Commissioner

Gary Themer
Commissioner

John D. Lane
Commissioner

ATTESSTED:

Ireda Corwin
County Auditor

David Schultz
Contractor