Misc. 69MISC09

(11)

Trending Contract

TECHNICAL SERVICES
RIPLEY COUNTY
INDIANA

Ripley

Appraisal Research

CONTRACT FOR TECHNICAL ASSISTANCE

This contract is entered into this 6 day of Dec., 2004, by and between the Ripley County Commissioners representing the Ripley County Assessor hereinafter referred to as the "Assessor"; and Appraisal Research Corporation, an Ohio Corporation with offices in Greensburg, Indiana, licensed to do business in Indiana, hereinafter referred to as "Professional Appraiser".

RECITALS

A. The Assessor has determined that she should employ the Professional Appraiser as a technical advisor for general assessment purposes according to the provisions of IC 6-1.1-4-17;

B. The Assessor wishes to contract with the Professional Appraisers and the Professional Appraisers are willing to be contracted by the Assessor;

C. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;

D. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessor and Professional Appraiser agree as follows:

1. Incorporation Of Recitals.

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

2. Duties of Professional Appraiser.

(a) The Professional Appraiser shall provide technical assistance to the Assessor in connection with the application of rules and regulations developed by the Department of Local Government Finance concerning the yearly update of real parcels to reflect valuations more closely aligned to current sales.

(b) This technical assistance shall be in the form of providing the Assessor with all necessary information, documentation and valuation calculations necessary to implement the yearly update of real property parcels. This shall include:

1. Sales Disclosure Forms Management. The Professional Appraiser shall be responsible for providing data entry of all sales that have not previously been entered into the SDARS program currently in place in the County. Sales validation, if necessary, shall be done via mail or telephone. The Assessor will continue to data enter current and future sales into the SDARS program. The Assessor will also be responsible for sales validation on the sales that they data enter.
2. Ratio Study Analysis. The Professional Appraiser shall develop the annual trending factor pursuant to IC Code 6-1.1-5.5-3. This factor shall be developed according to Department of Local Government Finance rules and regulations and shall be in both electronic and written format. The Professional Appraiser shall provide a plan to correct any areas that may not fall within acceptable guidelines.
3. Land Valuation Recommendations. The Professional Appraiser shall provide recommended land valuation changes as indicated by the sales used in developing the trending factor.
4. Neighborhood Factors. The Professional Appraiser shall analyze and make recommendations as to the current neighborhood delineation and ratio study. Data shall be submitted in electronic and written format documenting needed changes.

3. Consideration.

The Assessor shall pay the Professional Appraiser as follows:

A fee of TEN THOUSAND DOLLARS ($10,000.00) shall be paid for all duties and responsibilities set forth in this contract.

4. Additional Services

At the Assessor's instruction, the Professional Appraiser shall be available to visit parcels that may need a field inspection. This inspection shall provide all necessary data in order to price the parcel on the County's computer system. A digital picture of the main structure on the parcel shall also be included.

The cost of these visits shall be TWENTY DOLLARS ($20.00) per parcel for each parcel visited. Payment for this service shall be made on a monthly basis as the work is completed.

5. Term Of Contract.

(a) The Assessor shall provide the sale disclosures that have not been data entered with an appropriate property record card available for pickup, by the Professional Appraiser.

(b) By the seventh of each month, the Assessor shall provide a SDARS export disk to the Professional Appraiser for use in the Ratio Study Analysis, Land Valuation Recommendations and Neighborhood Factors.

(c) The Professional Appraiser shall complete all work to be performed under this Contract within the timeframe set out in the Department of Local Government Finance guidelines governing yearly trending.

(d) This contract shall remain in force until either party notifies the other that the service provided are terminated. This notice shall be in writing and shall be served thirty days before the ending of the contract.

6. Professional Appraiser Certification; Contract Void on Revocation.

(a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it: is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract (see Exhibit "C").

(b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

7. Time And Manner Of Payment.

The Professional Appraiser shall be paid as follows:

Payment shall be made in twelve equal installments with the first installment due one month following the execution of this agreement. Claims shall be submitted and processed according to County policy.

8. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Professional Appraiser 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.

9. General Provisions.

(a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessor and the Professional Appraiser. 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.

(b) 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 this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.

(c) 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 unenforceability shall not affect any other provisions contained in this Contract. If any provisions 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.

(d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

(e) 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 this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

10. Delays.

Whenever the Professional Appraiser or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within 10 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.

11. Independent Contractor

In the performance of this Contract, Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessor. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

12. Liability.

The Professional Appraiser agrees to indemnify, defend, and hold harmless the Assessor and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Professional Appraiser and/or its subcontractors, in connection with this Contract.

13. 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.

14. 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.

15. Maintaining A Drug-Free Workplace.

Professional Appraiser 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 Assessor 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.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of $25,000.00, Professional Appraiser further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Professional Appraiser in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Professional Appraiser to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessor to impose sanctions against Professional Appraiser including, but not

limited to, suspension of contract payments, termination of this Contract and/or debarment of Professional Appraiser from doing further business with the County for up to three (3) years.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 6 day of Dec., 2004.

RIPLEY COUNTY

By: _____
Commissioner

By: Robert Reiners
Commissioner

By: _____
Commissioner

ATTESTED:

Mary Ann McCoy Auditor of Ripley County
County Auditor

Shawna Bushman
Ripley County Assessor

PROFESSIONAL APPRAISER: Appraisal Research Corporation
04-IN-160-RIP-00-70

By: Virginia R Whipple
Virginia R. Whipple, AAS
Regional Manager

Appraisal Research.

EXHIBIT A

STATEMENT OF FEES
APPRAISAL RESEARCH CORPORATION
October 1 2004

I.	Senior Designated Appraiser	$75.00 per hour
II.	Designed Appraiser	$62.50 per hour
III.	Senior Level II Assessor	$50.00 per hour
IV.	Level II Assessor	$37.50 per hour
V.	Computer Analyst	$50.00 per hour
VI.	Real Estate Information Specialist	$37.50 per hour
VII.	Data Entry Supervisor	$30.00 per hour
VIII.	Clerical Support Personnel	$15.00 per hour