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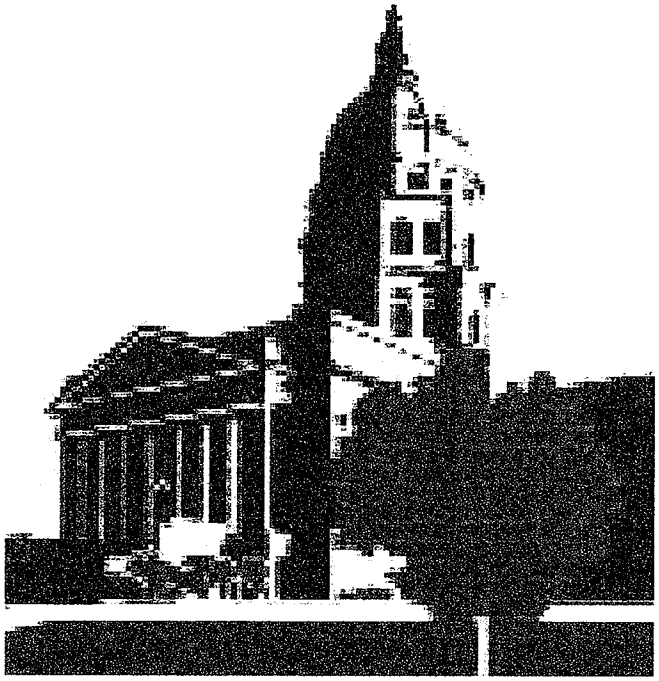
WABASH COUNTY

PROPOSAL FOR
2007 TRENDING ADJUSTMENT PROGRAM



WILLIAM P. SCHULTZ
5224 GEHRING LANE
FORT WAYNE, INDIANA 46818
260-760-9859

CONTRACT FOR TECHNICAL ASSISTANCE
2007 TRENDING

This contract is entered into this_____ day of _____, 2007, by and between the County Assessor and undersigned Township Assessors of _____*Wabash*_____ County, Indiana, hereinafter referred to as the "Assessors", and *William P. Schultz.* of *5224 Gehring Lane Fort Wayne, In. 46818* hereinafter referred to as "Professional Appraiser".

RECITALS

A. The Assessors have determined that they should employ the Professional Appraiser as a technical advisor for 2007 Trending of Real Property according to the provisions of IC 6-1.1-4-4.5;

B. The Assessors have advertised for bids according to the provisions of IC 6-1.1-4-18 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;

C. The Assessors wish to contract with the Professional Appraisers and the Professional Appraisers are willing to be contracted by the Assessors;

D. 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;

E. This Contract is subject to the provisions of IC 6-1.1-4-4.5, and Professional Appraiser will comply with the provisions of IC 6-1-4-4.5 in connection with this Contract; and

F. The Assessors have by majority vote, taken in accordance with the procedures recommended by the Department of Local Government Finance for then application of IC 6-1.1-4-4.5, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessors 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 Assessors in connection with the 2007 Trending of Real Properties required by IC 6-1.1-4-4.5 as requested and assigned by the authorized designate of the Assessors, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the Department of Local Government Finance, and all other applicable laws, statutes, ordinances, or administrative rules.

(b) The Professional Appraiser shall, after proper request by the Assessors, collect all relevant property data and information necessary to establish the proper trending factor or equivalent of real property under IC 6-1.1-4-4.5, and recommend an appropriate trending factor or equivalent for the township or neighborhood. The Professional Appraiser shall gather all information that is needed to determine true tax values and assessed values for certain specified parcels/properties for the March 1, 2007 assessment date. The Professional Appraiser shall make a preliminary determination of the trending factor or equivalent for the parcels/properties, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those parcels/properties.

(c) The activities conducted by the Professional Appraiser shall be referred to as a "review". The Assessors shall notify the Professional Appraiser of the parcels, which the Professional Appraiser is to review. The notification shall be in writing. With the notification, the Assessors shall provide, or make available to, the Professional Appraiser all information the Assessors have concerning each parcel to be reviewed, including any information about the geographic location of the property, neighborhood factors, neighborhood numbers, 2006 sales ratio study, assessment registration notices under IC 6-1.1-5-15, or other comparable means. Notification shall be deemed to be given when mailed; or if not mailed, upon actual receipt of the notification.

(d) The parcels to be reviewed by the Professional Appraiser under this Contract are limited to the following classes of property: *Residential*, *Agricultural*, *Commercial*, *Industrial*, *Exempt* and *Fixed Non-Operating Railroad*.

(e) All direct assessment activities must be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract must be either organized, supervised, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under IC 6-1.1-35.5 must personally fulfill the following duties: (1)*Administer comprehensive public relations program*, (2)*Provide ongoing training sessions for all phases of the trending project to the Assessor's staff*, (3)*Provide comprehensive training for all appraisal*

personnel under the Professional Appraiser's control, (4)*Provide support of values before the Property Tax Assessment Board of Appeals.*

(f) Administrative personnel employed by the Professional Appraiser may be used to fulfill the following duties: (1)*Apply land values including influence factors*, (2)*Submit monthly progress reports*, (3)*Schedule monthly meetings with the Assessors's to provide progress reports*, (4)*Gather all facts, information, and data necessary in the determination of Trending Factors or equivalent as required by the Laws of the State of Indiana, the Indiana Constitution, including all applicable regulations and instructional bulletins as provided for by the Indiana Department of Local Government Finance,(5) Provide support of trending factors or equivalent to the Property Tax Board of Tax Appeal.*)

The Professional Appraiser 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.

The Professional Appraiser will not be responsible for the following duties: (1)*Data entry of property information into the County's computer system*, (2)*Printing of field worksheets from the County's existing data base*, (3)*Printing of final property record cards*, (4)*Providing paper stock for property record cards and field worksheets*, (5)*Providing Form-11's and postage*, (6)*Printing and mailing of Form-11's*; and (7)*Providing tax maps and land value maps, neighborhood factors, neighborhood numbers, sales disclosures and 2002 sales ratio study.*

The Professional Appraiser shall grant the Legislative Services Agency and The Department Of Local Government Finance unrestricted access to the Appraiser's work product under I.C.6-1.1-4-19.5(b)(7).

3. Consideration.

(a) The Assessors shall pay the Professional Appraiser as follows:

A fee of ***Twenty Ftve Thousand ($25,000.00)Dollars*** in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the attached Exhibit "*A*", incorporated by reference.

4. Term Of Contract.

(a) The Assessors shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to review within *30* days of *date of the execution of this Contract.*

(b) The Professional Appraiser shall commence work under this Contract within *30* days of the date of execution of this Contract.

(g) The Professional Appraiser shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-4-19.5, on or before ***June 1***, ***2007***.

5. 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 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.

(b) In accordance with IC 6-1.1-4-19.5, 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 6-1.1-4-19.5 is revoked.

6. Contract Representative.

The Assessors shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation before *Febuary 15, 2007*. The Contract Representative's authority and responsibilities are specified on the attached Exhibit "*B*" incorporated by reference.

7. Contract Reports and Monitoring.

The Professional Appraiser shall be required to provide written progress reports to the Assessors. in a form reasonably prescribed by the Assessors. The reports must include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. The Assessors may require additional information be included in the reports. The Professional Appraiser shall submit the reports to the Contract Representative *each month on or before the 30th day of each month*. The Assessors may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

8. Time And Manner Of Payment.

The Professional Appraiser shall be paid as follows:

At the end of each month, the Professional Appraiser shall submit a claim for payment for work done under the Contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the *monthly* progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. Payment shall be made to the Professional Appraiser within *30* days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion dates specified in section *3(b)(a)* of this Contract, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Professional Appraiser within *30* days after that approval by the Contract Representative

9. Penalties.

Payments due under this Contract shall be reduced by the amount of *One Hundred ($100.00) Dollars* per business day, for each business day that review by the Professional Appraiser remains incomplete after the due date specified under this Contract.

10. Responsibilities.

The final determination of Trending factors or equivalent, assessed value and true tax value is and shall remain the responsibility of the Assessors.

11. 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.

12. 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 Assessors 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 Assessors.

13. Delays.

Whenever the Professional Appraiser or the Assessors 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.

14. Termination.

The Assessors may terminate this Contract, if by two-thirds vote they determine that the Professional Appraiser has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a Notice of the Default and termination to the Professional Appraiser *10* days prior to the proposed termination date, and the Professional Appraiser shall be given *10* days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Professional Appraiser shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessors terminate this Contract, in whole or in part as provided in this section, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and the Professional Appraiser shall be liable to the Assessors for any excess costs for such similar services, provided, however, the amount retained by the Assessors shall be deducted in determining the excess costs.

15. Appeals.

If an assessed value as a result of a trending factor recommended by the Professional Appraiser is appealed to the Township Assessor, Property Tax Board of Appeals or the State Department of Appeals Division, the Professional Appraiser or its employee or representative shall, if at least *10* days notice is given to the Professional Appraiser, appear at any hearing scheduled on the appeal of the parcel to explain its calculations, provided however that a fee of Four Hundred ($400.00) Dollars per day shall be paid to the Professional Appraiser, with one half (1/2) of one (1) day established as a minimum fee for services rendered in connection with the assistance on the appealed parcel.

16. 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 Assessors. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

17. Liability.

The Professional Appraiser agrees to indemnify, defend, and hold harmless the Assessors 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.

18. Subcontracting.

The Professional Appraiser must obtain the approval of the Contract Representative 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, the Professional Appraiser 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.

19. 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.

20. 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 Assessors 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 Assessors 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.

21. Confidential Nature of Appraisal Data.

The Professional Appraiser shall assure that no individual on the Professional Appraiser's staff shall disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessor's who shall provide for it's release.

22. Identification.

All field personnel involved with the reassessment program shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

23. Work Product Delivery.

The Professional Appraiser shall be responsible for the delivery of the following products to the Assessors at the completion of the reassessment program:
(a)documentation of procedures used throughout the reassessment program
(b)any and all training materials and manuals used to train the Professional Appraisers staff
(c)all filed worksheets for each parcel of real property
(d) all maps provided for to the Professional Appraiser by the Assessors

24. Professional Appraiser Employees.

The Professional Appraiser shall assign by name an Indiana Level II Assessor/Appraiser as project manager with a minimum of five (5) years experience including resume. The Contract Representative shall have final approval of all employees utilized in the execution of the reassessment program.

25. Office Space.

The Assessors shall not be responsible for providing the Professional Appraiser with office space in connection with the execution of the trending program..

26. Insurance and Worker's Compensation.

The Professional Appraiser shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

Type	Coverage	Amount
Automobile	Bodily Injury	$100,000/$300,000
Automobile	Property Damage	$100,000
Worker's Compensation		Statutory Requirements

A certificate from an insurance carrier authorized to business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above. The Professional Appraiser shall indemnify and save the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgements of every kind and description brought or recovered against it by reason of any act or omission of the Professional Appraiser, its agents, or employees in the execution of this project.

27. Additional Work

The Contract may contain provisions for additional not included in these specifications, and may also provide that the contract may be amended by Addendum without rebidding to permit the Assessors to contract for New Construction Technical Assistance for assessment year 2007, also 2008 Annual Trending and subsequent years until the next General Reassessment Year.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 5 day of Feb, 2006.

Wabash County:

By: Kelly Schenkel,
County Assessor

Chester Township:

By: Patricia H Egolf,
Township Assessor

Lagro Township:

By: Secretia Swan,
Township Trustee/Assessor

Liberty Township:

By: Larry P. Manning,
Township Trustee/Assessor

Noble Township:

By: Brenda D. Conner,
Township Assessor

Paw Paw Township:

By: Kraig Ahlfeld,
Township Trustee/Assessor

Pleasant Township:

By: Byron Warmuth,
Township Trustee/Assessor

Waltz Township:

By: Jamie White,
Township Trustee/Assessor

EXHIBIT "A"

Professional Appraiser's Duties, Responsibilities, and Activities

1. Administer a comprehensive public relations program

2. Provide on going training for the Assessor's staff

3. Provide comprehensive training for the Contractor's staff

4. Submit monthly progress reports to the Contract Representative

5. Perform all ratio studies using the methods or combination of methods acceptable under the 1999 Standard on Ratio Studies published by the International Association of Assessing Officers (IAAO standard) and IC6-1.1-4-4.5 or other acceptable appraisal methods approved by the department.

6. Complete all sales verification by May 1, 2007

7. Utilize the sales verified to determine whether an adjustment factor shall be applied

8. Field supervise all appraisal personnel during the sales verification phase

9. Utilize sales occurring between January 1, 2005 to December 31, 2006

10. If the sales data used is determined to be insufficient to satisfy the IAAO standard, the Professional Appraiser may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.

11. Modify neighborhood boundaries if their review identifies inadequacies in the original delineation

12. In areas where values are erratic and geographic neighborhood delineations are not sufficiently homogenous, the Professional Appraiser shall further stratify properties by property characteristics developing separate factors for various property strata.

13. Determine whether it is appropriate to apply a trending factor on all parts of a property.

14. Delineate commercial, utility, and industrial properties into market areas or otherwise stratify for purposes of applying trending factors. Base market areas on geographic delineations of areas exhibiting a high degree of similarity in amenities, general use grouping, economic trends and desirability, and property characteristics.

15. Review land values established for the 2002 general reassessment to determine if the evidence used to calculate the base rates adequately reflect current market data value adjustments. If upon review it is determined that modifications need to be made in order to promote uniform and equal assessments the Professional Appraiser shall update the base rate data to achieve the most accurate factor to adjust valuations.

16. If it is determined upon review, ratio studies or appeals from previous assessments years that the land base rates units in fact need to be modified, the Professional Appraiser upon request shall submit to the Property Tax Assessment Board of Appeals all supporting documentations including sales ratio studies and electronic data concerning all sales in the affected neighborhood.

17. If there are insufficient sales of commercial or industrial improved property in a township or county to determine a trending factor, the Professional Appraiser shall use one or more of the to following to derive a trending factor or modify the values of commercial and industrial property:
    (1) Marshall and Swift Cost and Depreciation tables from the first quarter of the calendar year preceding the assessment date.
    (2) Income data, rental data, market value appraisals and other relevant evidence derived from appeals.
    (3) Commercial real estate reports.
    (4) Government studies.
    (5) Census data.
    (6) Multiple listing service data.
    (7) The independent study performed by the Indiana Fiscal Policy Institute.

18. Upon review of ratio studies, neighborhood delineations and land values the Professional Appraiser determines that further categorization of property types is necessary to promote uniform and equal assessments, the Professional Appraiser shall attempt stratification

19. If the Coefficient of Dispersion for any class of property in any Township falls outside the range specified in the IAAO standard requiring the County Assessor to direct the Township Assessor to reassess that class in that township that reassessment of property shall not be incorporated in this contract, and shall not be the responsibility of the Professional Appraiser

20. Assign an Indiana Certified Level II Assessor/Appraiser

21. Require all field personnel to carry appropriate photo identification, and vehicles to be identified with magnetic signs

22. Require all field personnel to register all vehicles with the County Sheriff's office and local police departments.

23. Provide for office, office furnishings, equipment, telephones, utilities, and supplies

EXHIBIT "B"

Contract Representative Authority & Responsibilities

1. Final approval of completion of the project to the satisfaction of the Assessors

2. Approval of the project manager utilized in the execution of the project.

3. Attests to the certification of insurance coverage as stated in the Contract

4. Approval of standardized land influence factors

5. Monitor the quality of the work performance and adherence to contractual specifications through inspections at frequent intervals throughout the program

6. Approve an invoicing format prior to the submission of any claims

7. Receive and approve monthly claims submitted by the Professional Appraiser

8. Provide for access to equalization study, neighborhood factors and all maps including aerial photographs

9. Provide for data entry into the Assessor's computer system for all properties

10. Provide for all copies of property record cards and sale disclosures as required by the Professional Appraiser for all field work

11. Provide for printing, envelopes, postage, and mailing as required

Wabash County:

By: _____.
Commissioner

By: _____.
Commissioner

By: _____.
Commissioner

PROFESSIONAL APPRAISER: .William P. Schultz

By: _____

WITNESSED:

By: _____