Wayne Misc. 89MISC04 (7)

PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this ____ day of ~~April~~ May 2007 by and between Nexus Group, Inc. ("Nexus") and the County Assessor of Wayne 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 annual trending as described in 50 IAC 21 regarding the 2007 residential, commercial and industrial improvement assessments, commercial cost table updates, determining land values, 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 insure 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, 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 $40,000.00. This amount will be due and payable based on the following schedule:

May 1, 2007 -	$10,000.00
July 1, 2007 -	$15,000.00

The remaining amount due shall be invoiced based on the mutual satisfaction of both parties that all contract deliverables have been met. In the event that either party cancels or suspends this AGREEMENT, Nexus shall determine the percentage of contracted work that has been completed and submit this information to Client for review and approval. An invoice based on this percentage completion shall be submitted for payment as well. Nexus shall submit an invoice or claim for payment to Client. 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, educational sessions, appeal representation for the township and/or PTABOA, 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 Wayne 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. 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 date 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 or suspension of Services by either party or action by the Indiana General Assembly, Nexus shall determine the percentage completion of the various deliverables and the contractual weight of each item. Nexus shall then submit this information in conjunction with any applicable invoices to Client. At the resumption of Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and any

legislative changes created to such deliverables and a revised compensation schedule if applicable.

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, its shareholders or employees 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 Wayne 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, 2021 E. 52nd Street, Suite 106, Indianapolis, IN 46205 (317-753-0004).

18. **Notices**. All written notices shall be directed, if to Nexus, at: 2021 E. 52nd Street, Suite 106, Indianapolis, IN 46205; and if to Client, at: 401 E. Main Street, Richmond, IN 47374.

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 and Penalties**. 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. Nexus shall be penalized $100 per business day from the stated amount in Paragraph 3 if the timeline final deliverable(s) are not met by the established date. Such date to be determined in conjunction with the Client and based on receipt of agree-on data and other items as included in Attachment 1.

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 _____
Frank S. Kelly, President

"Client"

By: Mary C Hoyt Date 5-2-07
Wayne County Commissioner

By: [signature] Date 5-2-07
Wayne County Commissioner

By: Thomas A [signature] Date 5-2-07
Wayne County Commissioner

Attachment 1

Nexus Group Deliverables:

1. **Generate Final Land Values for all property classes other than Agricultural (Residential, Commercial, Industrial) and assist the Client in defining market areas or neighborhoods.** Nexus will review current applicable sales in these property classes, examine neighborhood delineations, and derive new and/or trended land values and rate based on the valuation date as established in 50 IAC 21. *Due within 60 days of receipt of all final sales disclosure databases for 2005 and 2006.*

2. **Trend all Commercial and Industrial Improvement Values.** Nexus shall use proprietary data from various sources including: direct cost, appeals, estimates, insurance and/or national or regional public costing devices to develop trending factors for all commercial and industrial improvement and update Client's CAMA data. *Due within 30 days of receipt of updated CAMA information from Client, including revised land values.*

3. **Trend Residential and Agricultural Improvements.** Nexus shall work closely with the Client to examine existing neighborhood boundaries and adjust as necessary. In combination with updated land values, Nexus shall provide market adjustment factors for all residential market areas and consult with Client as to any adjustments or modifications. *Due within 30 days of receipt of updated CAMA information from Client, including revised land values.*

4. **Conduct Preliminary 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 studies to meet the requirements of 50 IAC 14. *Due within 15 days of receipt of updated CAMA information from Client, including revised land values and all market adjustment factors.*

5. **As Necessary, Recommend Changes to Assessments by Property Class, Type, and Location.**

6. **Generate Final Equalization Report to County Assessor on Levels of Assessment & Uniformity by Property Class and Township.** Nexus shall provide this final ratio study to Client and DLGF. Client authorizes Nexus to work closely with the DLGF to review and explain findings and make necessary adjustments. *Due within 5 business days of Client review of initial ratio study and approval of suggested changes to assessments and Client's submission of a COMPLIANT 2005 and 2006 Sales Disclosure Database to the DLGF.*

Wayne County Deliverables:

1. **Provide access to the Wayne County Sales Disclosures for 2004, 2005 and 2006.** Data will be provided, preferably in electronic format compatible with Microsoft EXCEL or ACCESS. Due at the earliest convenience.
2. **Provide access to Preliminary and Final Wayne County Land Valuation data for the 2006 assessment cycle.** Data will be provided in electronic format, compatible with Microsoft EXCEL.
3. **Data Input.** Wayne County is responsible for data input into Client's CAMA system for all land values and all market adjustment factors.
4. **Provide access to parcel information for all parcels in Wayne 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 Wayne County assessment officials and service providers have completed all deliverable aspects to make such information accurate and available in electronic format.
5. **Provide detailed County, Township and Neighborhood Maps.** At the earliest convenience.
6. **Review, Edit and Verify Wayne County Sales Disclosure Form Database.**