WABASH COUNTY

CONTRACT FOR
2007 NEW CONSTRUCTION

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

CONTRACT

THIS CONTRACT is entered into this _____ day of _____ 2006, by and between the Township Assessors and Trustee Assessors of Wabash County Indiana, hereinafter referred to as the "Assessors", and William P. Schultz of Fort Wayne, Indiana, hereinafter referred to as the "Professional Appraiser".

WITNESSETH THAT

WHEREAS, the Assessors have determined that they should employ the Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) to aid them in the assessment of real property in their Townships, and

WHEREAS, the Assessors wish to employ the Professional Appraiser and the Professional Appraiser is willing to be employed by the Assessors; and

WHEREAS, the Professional Appraiser is a Professional Appraiser as that term is defined in I.C. 6-1.1-4-17(c);

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and the Professional Appraiser hereby enter into this

CONTRACT FOR TECHNICAL SERVICES

ARTICLE I: CONSIDERATION

1.01 The Assessors shall pay the Professional Appraiser a fee of Twelve Thousand Five Hundred ($12,500) Dollars for work performed by the Professional Appraiser under the terms of this Contract to include all residential, agricultural, commercial, and industrial parcels up to a maximum 500 parcels.

1.02 Unit prices for additional new property as may be determined by the Assessors over and above the 500 parcels are as follows:

Twenty Five ($25.00) Dollars per Parcel

ARTICLE II: TERMS OF CONTRACT

2.01 The Assessors shall provide a final listing of parcels for the Professional Appraiser to review on or before January 31, 2007. The Professional Appraiser shall commence work under this Contract no later than 30 days of the date thereof.

2.02 The Professional Appraiser shall complete all work provided for under the terms of this Contract on or before May 30, 2007.

ARTICLE III: PROFESSIONAL CONTRACTOR RESPONSIBILITIES

3.01 The Professional Appraiser shall gather all information that is needed to determine true tax values and assessed values for certain specified properties for the March 1, 2006 assessment dates. The Professional Appraiser shall make a preliminary determination of the true tax value and assessed value for the properties, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those properties, including recognized professional appraisal standards, methods and techniques. The activities conducted by the Professional Appraiser shall be referred to as the "review".

3.02 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 geographic location of the property obtained from building permits, assessment registration notices under I.C. 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.

3.03 The parcels to be reviewed pursuant to this Contract are limited to the following, Residential, Agricultural, and Commercial, and Industrial as designated by the Assessors.

ARTICLE IV: CERTIFIED SUPERVISOR

4.01 The Professional Appraiser shall assign by name an Indiana Level II Certified Assessor/Appraiser to this project with a minimum five (5) years experience including resume.

ARTICLE V: REPORTS

5.01 The Professional Appraiser shall make periodic reports to the Assessors. The reports shall include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. All reports must be in writing.

ARTICLE VI: TIME AND MANNER OF PAYMENT

6.01 The Professional Appraiser shall be paid for the number of parcels as completed as shown, by the report required in Article V hereof.

6.02 Each month, the Professional Appraiser shall submit a claim for payment for work completed under this Contract during that month. The amount of each claim for payment shall be based on the periodic reports as shown in Article V hereof.

6.03 Approval shall be based on the periodic reports submitted by the Professional Appraiser, and the County Assessor's inspection of the Professional Appraiser's assessment record cards.

ARTICLE VII: RESPONSIBITIES

7.01 The final determination of assessed value and true tax value is and shall remain the responsibility of the Assessors.

ARTICLE VIII: NON-DISCRIMINATION

8.01 Pursuant to I.C. 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 material breach of contract.

ARTICLE IX: GENERAL PROVISIONS

9.01 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 understandings between the Assessors and the Professional Appraiser. No representation, promise, inducement, or statement of intentions 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.

9.02 No waiver, alteration, modification, or cancellation of any provision 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 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.

9.03 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 of 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.

9.04 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.

9.05 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 the Professional Appraiser under this agreement may not be transferred, sublicensed or assigned by it, either in whole or in part, without prior written consent of the Assessors.

ARTICLE X: DELAYS

10.01 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 __30__ 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.

ARTICLE XI: TERMINATION

11.01 The Assessors may terminate this agreement, if by a majority of two-thirds (2/3) vote, they have determined that the Professional Appraiser has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a Termination Notice of the fault of the Professional Appraiser by certified mail, return receipt requested, at least 30 days prior to the proposed termination date,

and the Professional Appraiser shall be given 30 days in which to remedy the conditions which has caused the Termination Notice or suffer termination.

11.02 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.

ARTICLE XII: SUPPORT OF VALUES

12.01 If a parcel reviewed by the Professional Appraiser or its representative is appealed to the Property Assessment Tax Board of Appeals, the Professional Appraiser shall furnish qualified personnel to assist the Assessor's if at least ten (10) days notice is given, shall appear at any hearing scheduled on the appeal of such parcel to explain it's 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 parcels to the Property Assessment Tax Board of Appeals.

12.02 If a parcel reviewed by the Professional Appraiser or its representative is appealed to the State Board of Tax Commissioners, the Professional Appraiser if given ten (10) days notice shall furnish qualified personnel to represent the Assessor's and defend its recommended value, 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 connected with the assistance on the appealed parcels to the State Board of Tax Commissioners.

ARTICLE XIII: INDEPENDENT CONTRACTOR

13.01 In the performance of this Contract, both parties will be acting in an individual capacity and not as agent, employees, partners, joint ventures or associates of one another. The employees or agents of one part shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

ARTICLE XIV: SUBCONTRACTING

14.01The Professional Appraiser must obtain the approval of the Assessors before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

14.02If subcontractors are used, the Professional Appraiser is responsible for contract performance, compliance with the terms and conditions of the contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

ARTICLE XV: FORCE MAJEURE

15.01Neither party shall be liable for delays and 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.

ARTICLE XVI: CONFIDENTIAL NATURE OF APPRAISAL DATA

16.01The 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 Assessors who shall provide for its release.

ARTICLE XVII: SUPPLIES

17.01The Assessors shall create a copy of the existing property record cards for field work from the County's existing date base utilizing County software, hardware, and paper. The County shall attempt to compile the parcels in geographic order according to map numbers, including plat maps. The County shall be responsible for all state prescribed forms (Property Record cards, etc.). Form 11's including postage will be furnished and processed by the County and mailed by the Township Assessor of each Township.

ARTICLE XVIII: PERSONNEL IDENTIFICATION AND VEHICLE REGISTRATION

18.01All field personnel involved with the Contract shall carry identification cards which will include a photograph and the signature of the County Assessor. All automobiles used by field personnel shall be registered with the County Sheriff's office as well as with local police departments located within various cities and towns within the county. Such registration shall include license number, make, model, year, and color of vehicle. The Professional Appraiser shall also register all vehicles use by field personnel with the County Assessor's office.

ARTICLE XIX: PHOTOGRAPHS

19.01The Professional Appraiser shall supply one digital photograph of all new primary buildings for each parcel of land classified as residential, agricultural, commercial, industrial, utility, and exempt properties. The photographs shall be identified with a number corresponding to the property record card parcel number.

ARTICLE XX: DATA ENTRY

20.01The County shall be responsible for data entry of property information for residential, agricultural, commercial, and industrial parcels into the County's computer system utilizing County software and hardware.

ARTICLE XXI: PENALTY

21.01The payment made to the Professional Appraiser shall be reduced by the amount of One Hundred ($100.00) Dollars per business day, for each day that the review by the Professional Appraiser remains incomplete after the termination dates set out in paragraph 2.02.

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 Egoff,
Township Assessor

Lagro Township:

By: Secretia Swan,
Township Trustee/Assessor

Liberty Township:

By: Larry D. Manning,
Township Trustee/Assessor

Noble Township:

By: Brenda D. Conner,
Township Assessor

Paw Paw Township:

By: Craig Akkeld,
Township Trustee/Assessor

Pleasant Township:

By: Helen Warnock,
Township Trustee/Assessor

Waltz Township:

By: Jamie White,
Township Trustee/Assessor

Wabash County:

By: _____,
Commissioner

By: _____,
Commissioner

By: _____,
Commissioner

PROFESSIONAL APPRAISER: .William P. Schultz

By: _____

WITNESSED:

By: _____