JENNINGS COUNTY

CONTRACT
2006 TRENDING
TECHNICAL ASSISTANCE

ACCURATE ASSESSMENTS, INC.
5759 ST. JOE RD.
FORT WAYNE, INDIANA 46835
(260) 485-3588

CONTRACT FOR GENERAL REASSESSEMENT TECHNICAL ASSISTANCE

This contract is entered into this 24th day of Oct, 2005, by and between the County Assessor and undersigned Township Assessors of Jennings County, Indiana, hereinafter referred to as the "Assessors", and *Accurate Assessments, Inc.* of *5759 St. Joe Road Fort Wayne, Indiana 46835* hereinafter referred to as "Contractor".

RECITALS

A. The Assessors have determined that they should employ the Contractor as a technical advisor for general reassessment purposes according to the provisions of IC 6-1.1-4-17;

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 Contractor and the Contractor is willing to be contracted by the Assessors;

D. The Contractor 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 50 IAC 15, and Contractor will comply with the provisions of 50 IAC 15 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 6-1.1-4-17, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessors and Contractor 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 the Contractor.

(a) The Contractor shall provide technical assistance to Assessors in connection with the 2006 reassessment 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 Contractor shall, after proper request by the Assessors, collect all relevant property data and information necessary to establish the proper assessment of a parcel of real property under IC 6-1.1-4, and recommend an appropriate assessed valuation for that parcel. 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, 2006 assessment date, not to exceed 4,100 parcels. The Contractor shall make a preliminary determination of the true tax value and assessed value 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 Contractor shall be referred to as a "review". The Assessors shall notify the Contractor of the parcels, which the Contractor is to review. The notification shall be in writing. With the notification, the Assessors shall provide, or make available to, the Contractor all information the Assessors have concerning each parcel to be reviewed, including any information about the geographic location of the property obtained from building permits, 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 Contractor under this Contract are limited to the following classes of property: *Residential*.

(e) All direct assessment activities must be performed by a Level II 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 reassessment project to the Assessor's staff*, (3)*Provide comprehensive training for all appraisal personnel under the Professional Appraiser's control*, (4)*Field supervise all appraisal personnel including responsibility for a field review of all parcels after initial data collection phase* , (5)*Provide support of values before the Property Tax Assessment Board of Appeals* , and (6)*Prepare a detail work plan for approval by the Contract representative*

(f) Administrative personnel employed by the Contractor 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 to provide progress reports*, (4)*Gather all facts, information, and data necessary in the determination of True Tax Value*

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 Department of Local Government Finance. (5)*Provide support of value after the mailing of Form 11's.*

(g) The Contractor 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*, (7)*Providing tax maps and land value maps.*

3. Consideration.

(a) The Assessors shall pay the Contractor as follows:

A fee of ***Thirty - Seven Thousand One Hundred ($37,100.00) 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 Contractor of properties and parcels the Contractor is to review within *30* days of *date of the execution of this Contract.*

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

(a) The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before June 1, 2006.

5. Professional Appraiser Certification; Contract Void on Revocation.

(a) The Contractor must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Contractor 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 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Contractor's certification as a "professional appraiser" under IC 6-1.1-31.7 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 *October 15, 2005*. The Contract Representative's authority and responsibilities are specified on the attached Exhibit "*B*" incorporated by reference.

7. Work Plan.

Before *15 days after the execution of this Contract* the Contractor shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the Assessors. The Contractor and Contract Representative must agree to a work plan within *10* days of its submission to the Contract Representative. Upon approval of a work plan, it shall become Exhibit "*C*" and become a part of this Contract by this reference.

8. Contract Reports and Monitoring.

The Contractor 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 Contractor and the status of the work being done. The Assessors may require additional information be included in the reports. The Contractor 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 Contractor to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor 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.

9. Time And Manner Of Payment.

The Contractor shall be paid as follows:

At the end of each month, the Contractor 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 Contractor and on the Contract Representative's inspection of the Contractor's assessment records. Payment shall be made to the Contractor 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 *4(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 Contractor within *30* days after that approval by the Contract Representative.

10. Penalties.

Payments due under this Contract shall be reduced by the amount of *Two Hundred $200.00)* *Dollars* per business day, for each business day that review by the Contractor remains incomplete after the due date specified under this Contract.

11. Responsibilities.

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

12. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Contractor 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.

13. 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 Contractor. 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 Contractor under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

14. Delays.

Whenever the Contractor 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.

In the event of a delay by the Department of Local Government Financee, Legislative action or Court rulings, the Professional Appraiser reserves the right to negotiate all terms of the Contract including costs.

15. Termination.

The Assessors may terminate this Contract, if by two-thirds vote they determine that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a Notice of the Default and termination to the Contractor *30* days prior to the proposed termination date, and the Contractor shall be given *30* days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Contractor 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 Contractor 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.

16. Appeals.

The Contractor shall provide 5 Consecutive Person Days for support of values after mailing of Form-11's utilizing personnel familiar with the entire reassessment process, including reinspection of property as may be needed. Days required above the 5 person days shall be

provided at the request of the Assessor's at a rate of Five Hundred($500.00)Dollars per Person Days.

The Contractor shall provide 5 Non-Consecutive Person Days for support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and reinspection of the subject property as needed. These duties shall be preformed by a competent Indiana State Certified Level II Assessor/Appraiser. Additional Person Days required shall be provided at the request of the Assessor's at a rate of Five Hundred($500.00)Dollars per person day This duty of the Contractor shall terminate when all appeals have been resolved.

If an assessed value recommended by the Contractor is appealed to the State of Indiana Appeals Division, the Contractor or its employee or representative shall, if at least 15 days notice is given to the Contractor, appear at any hearing scheduled on the parcel to explain its calculations, provided a fee of Five Hundred($500.00) Dollars per day shall be paid to the Contractor with ½ of 1 day established as a minimum fee for services rendered in connection with the assistance on the appealed parcel. This duty of the Contractor shall terminate when all appeals have been resolved.

17. Independent Contractor

In the performance of this Contract, Contractor 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 Contractor shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

18. Liability.

The Contractor 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 Contractor and/or its subcontractors, in connection with this Contract.

19. Subcontracting.

The Contractor 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 Contractor 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.

20. 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.

21. Maintaining A Drug-Free Workplace.

Contractor 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 Contractor has been convicted of a criminal drug violation occurring in Contractor'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, Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Contractor 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 Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

22. Confidential Nature of Appraisal Data.

The Contractor shall assure that no individual on the Contractor'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.

23. 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.

24. Classification of Property.

The Contractor shall be responsible for the identification of each parcel of real estate in accordance with the property class codes as established by Indiana State Board of Tax Commissioners and Regulation 17.

25. Work Product Delivery.

The Contractor shall be responsible for the delivery of the following products to the Assessors at the completion of the reassessment program:
(1) Documentation of procedures used throughout the reassessment program
(2) any and all training materials and manuals used to train the Contractor's staff
(3) all field worksheets for each parcel of real property
(4) all maps provided for to the Contractor by the Assessors

26. Contractor Employees.

The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager including resume.

27. Office Space.

The Assessors shall not be responsible for providing the Contractor with office space in connection with the execution of the reassessment program. All furnishings, equipment, supplies, and telephone shall be supplied by the Contractor.

28. Insurance and Worker's Compensation.

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

Type	Coverage	Amount
Automobile	Bodily Injury	$500,000/$1,000,000
Automobile	Property Damage	$500,000
Public Liability		$500,000/$1,000,000
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 Contractor 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 Contractor, its agents, or employees in the execution of this project.

29. Penalty

The payment to the Professional Appraiser shall be reduced by the amount of Two Hundred ($200.00) Dollars per business day, for each day that the review by the Professional Appraiser remains incomplete after termination date set out in Article 4 paragraph b(a).

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 County Representative
5. Schedule regular meeting with the Assessor to provide progress reports
6. Prepare a detailed work plan for approval by the County Representative
7. Gather sufficient facts and information during the review phase following the Constitution, the Laws of the State of Indiana, and any and all rules, standards, and provisions set forth by the Department of Local Government Finance and Regulation 17 in the following manner:

   Drive – by review Residential

8. Field supervise all appraisal personnel during the data review phase
9. Verify lot sizes from County plat maps
10. Rout property record cards geographically to the County's plat maps
11. Review land values, including standardized influence factors to account for significant variations in value
12. Provide for a standardized approach for calculating various caused of economic and functional obsolescence depreciation
13. Provide for identification of each parcel in accordance with the property class codes as established by the Indiana State Board of Tax Commissioners
14. Assign an Indiana Certified Level II Assessor/Appraiser
15. Require all field personnel to carry appropriate identification, including photo

EXHIBIT "A" CONTINUED

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

17. Provide for adequate technical support for entering data into the County's computer system by the County's personnel

EXHIBIT "B"

County Representative Authority & Responsibilities

1. Approval of the project work plan

2. Final approval of completion of the project to the satisfaction of the Assessor

3. Approval of any and all subcontracting

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

5. Approval of standardized land influence factors

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

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

8. Receive and approve monthly claims submitted by the Contractor

9. Provide for 2 copies of all maps including aerial photographs if available

10. Provide for data entry into the County's computer system for all properties

11. Provide for all worksheets required by the Contractor for all field work

12. Provide for Form-11's, printing, envelopes, postage, and mailing of same

13. Provide for adequate office space within the County's office building

ADDENDUM TO
CONTRACT FOR TECHNICAL ASSISTANCE
2005 TRENDING

2. Duties of Professional Appraiser.

(d) The parcels to be reviewed by the Professional Appraiser under the terms of this Addendum are limited to the following classes of Property: vacant residential, County wide.

3. Consideration

(b) The Assessor's shall pay the Professional Appraiser as follows:

A fee of Eighteen Thousand ($18,000.00) Dollars in full payment for complete performance of all duties, responsibilities and activities set out in this Addendum, Contract and on attached exhibit "A", incorporated by reference.

4. Term of Contract Addendum.

(b)

(b) The Professional Appraiser shall complete all work performed under this Contract Addendum, other than assistance required in regard to an appeal filed under I.C. 6-1.1-15, on or before September1, 2006.

Accurate Assessments Inc. May 8,2006

Richard E. Schultz

Contract Representative
Jennings County Assessor

Linda Kovacich

Witness

Kim Wetzel

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 24th day of Oct, 2005.

Jennings County:

By: Linda Kovacich
County Assessor

Bigger Township:

By: Richard Wahlman
Township Trustee/Assessor

Campbell Township:

By: Michael L. Murphy
Township Trustee/Assessor

Center Township:

By: James J. Mills
Township Assessor

Columbia Township:

By: Jeanne Hal
Township Trustee Assessor

Geneva Township:

By: Bill Foust
Township Trustee Assessor

Lovett Township:

By: James A. Balcomb
Township Trustee Assessor

Marion Township:

By: Raymond P. Dinger
Township Trustee Assessor

Montgomery Township:

By: Larry Short
Township Trustee Assessor

Sand Creek Township:

By: [illegible]
Township Trustee Assessor

Spencer Township:

By: Floyd [illegible]
Township Trustee Assessor

Vernon Township:

By: _____
Township Trustee/Assessor

Jennings County:

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

ATTESTED:

_____
County Auditor

APPROVED:
Jennings County Council:

By: _____
President

APPROVED:
Jennings County Attorney:

By: _____

PROFESSIONAL APPRAISER: Accurate Assessments, Inc.

By: _____
Richard E. Schultz