CONTRACT FOR ANNUAL ADJUSTMENTS

This contract is entered into this 16th day of April, 2007, by and between the Tippecanoe County Assessor and the Board of Commissioners of the County of Tippecanoe, State of Indiana, hereinafter referred to as the "Assessor", and G^{n}A Assessment Professionals of 101 N 6th Street, Lafayette, IN 47240, hereinafter referred to as "Contractor," for the purpose of engaging Contractor to perform the work described in a certain "Request for Bids" dated January 26, 2007 issued by Assessor (the RFB) and attached to this Agreement and made a part hereof as Exhibit A, using methods described by Contractor in its proposal to Assessor dated January 31, 2007, (the Proposal) attached to this Agreement and made a part hereof as Exhibit B, for the purpose of completing annual adjustments as required by Indiana Code § 6-1.1-4-4.5 and 50 IAC 21, for the compensation set forth herein. Both the RFB, and the Proposal are integral parts of this Agreement.

RECITALS

A. The Assessor has determined that Assessor should employ the Contractor as a technical advisor pursuant to the provisions of Indiana Code § 6-1.1-4-17 for the purpose of completing annual adjustments as required by Indiana Code § 6-1.1-4-4.5 and 50 IAC 21;

B. The Assessor has advertised for bids according to the provisions of Indiana Code § 6-1.1-4-18.5 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;

C. The Assessor wishes to contract with the Contractor and the Contractor is willing to be contracted by the Assessor;

D. The Contractor is a Professional Appraiser as the term is defined in Indiana Code § 6-1.1-4-17© and Indiana Code § 6-1.1-31.7;

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

F. The Department of Local Government Finance shall be known in this Contract as "the Department."

AGREEMENT

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

ARTICLE 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.

ARTICLE 2. DUTIES OF THE CONTRACTOR.

(a) The Contractor shall provide technical assistance to the Assessor, Township Assessors/Trustee-Assessors and the Tippecanoe County Property Tax Assessment Board of Appeals (PTABOA) in connection with the determination of annual adjustments to real property in Tippecanoe County for the Assessment Year of 2007, as requested and assigned by the authorized designate of the Assessor, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.

(b) The classes of property to be reviewed by the Contractor under this Contract are limited to commercial, industrial, residential and agricultural.

(c) For the class(es) of property listed in Article 2(b) of this Agreement the Contractor will complete all responsibilities of the Assessor created under Indiana Code § 6-1.1-4-4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the Assessor and listed in Article 3 of this Agreement, including but not limited to:

(1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.

(2) Use a valuation date of January 1 of the year preceding the year of the assessment date.

(3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant assessment date in performance of the ratio studies.

- **a.** Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
- **b.** If available sales data is insufficient to satisfy the IAAO standard, the Contractor 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.
- **c.** If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:

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 of the most recent assessment date and adjusted, as applicable, to the January 1 of the year preceding the assessment date;
3. Commercial real estate reports;
4. Governmental studies;
5. Census data;
6. Multiple listing services (MLS) data;
7. The independent study performed by the Indiana Fiscal Policy Institute;
8. Other information or data to determine an annual adjustment factor.

(4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.

(5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.

(6) Review ratio studies for each listed property class and examine the coefficient of dispersion, median and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.

(7) Notify the Contract Representative, designated under Article 7 of this Agreement, if any ratio study reveals a coefficient of dispersion, median and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.

(8) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similar situated properties.

(9) Once the required standards are met, the contractor shall complete an equalization study producing all statistical measures required by the Department, including but not limited to those required under 50 IAC 14-5. The Contractor shall also assist the County Assessor in making equalization adjustments required by IC 6-1.1-13-5 , compile and submit the study to the Department.

(10) If the Contractor modifies parcel characteristics in any way, the Contractor agrees to generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency no later

than fifteen (15) business days prior to October 1. If the Contract does not modify parcel characteristics, the Assessor remains responsible for generating complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency, in accordance with Indiana Code § 6-1.1-4-25.

(11) The Contractor shall field review approximately one third of the commercial/industrial parcels (1000) for correctness in assessment and review all commercial/industrial parcels with obsolescence and make recommendations to the appropriate assessor.

(d) All direct assessment activities must be performed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5 must personally fulfill the following duties: verification of commercial and industrial sales disclosure forms as set forth above

(e) Administrative personnel employed by the Contractor may be used to fulfill the duties that the Assessor does not require a level two assessor-appraiser to handle personally.

(f) In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Assessor or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Assessor, shall govern, and the specifications contained in the following documents shall control in the following order:

(1) Indiana Code § 6-1.1-4-4.5, 50 IAC 21 and the rules and regulations promulgated by the DLGF
(2) The RFB (Exhibit A)
(3) The Proposal (Exhibit B).

ARTICLE 3. RESPONSIBILITIES OF THE ASSESSOR.

(a) The Contractor will not be responsible for the following duties contained in 50 IAC 21:

(1) If any annual adjustment is applied, sending notices of assessment to each affected taxpayer pursuant to Indiana Code § 6-1.1-4-22(a).
(2) Verifying residential sales.

(b) The County or the Assessor shall be responsible for the following:

(1) Providing electronic download of 2005 and 2006 sales disclosure file and CAMA data in Access or Excel.

(2) Providing interactive access to County GIS system
(3) Providing space for taxpayer conferences and appeals
(4) Providing AR reports with copies of sketches and interior information for all commercial/industrial properties to be field reviewed.

ARTICLE 4. CONSIDERATION

The Assessor shall pay the Contractor as follows:

(A) A fee of Ninety-nine Thousand One Hundred and Ninety-five Dollars ($99,195.00) in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the work plan mutually agreed to under Article 8 of this Agreement to be attached as Exhibit C.

(B) In the event Assessor requests field visits of residential and/or agricultural parcels in addition to those reasonably required in the normal scope of the contract, a fee of Three Hundred and Ninety-five Dollars ($395.00) shall be paid for each person day required for such field visits.

ARTICLE 5. TERM OF CONTRACT.

(a) The initial term of this Contract shall commence upon full execution of the parties, and shall terminate on December 31, 2007 and Contractor shall commence work under this Contract within 7 days after such execution. This Contract shall automatically renew for successive annual terms commencing January 1, 2008 until the next General Reassessment year, unless either party shall notify the other in writing of termination of the contract on or before before January 1 of any such year.

(b) Except as otherwise provided herein, the Contractor shall complete all work to be performed under this Contract before June 30 of each year the contract is in effect subsequent to the year 2007. Without limitation thereby, the annual re-examination of commercial and industrial properties shall be completed before August 30 of each year the contract is in effect subsequent to the year 2007. However, for the year 2007 only, the Contractor shall complete all work to be performed under this Contract before by August 30, 2007 with the annual re-examination of commercial and industrial properties to be completed before November 30, 2007. The services described in Article 2(c)(11) shall be completed no later than fifteen (15) business days prior to October 1, 2007. The obligation to provide assistance required in regard to any appeals filed under Indiana Code § 6-1.1-15 shall survive the term of this agreement and continue until the final resolution of any such appeal.

ARTICLE 6. PROFESSIONAL APPRAISER CERTIFICATION; CONTRACT VOID UPON REVOCATION.

(a) The Contractor must be certified as a "professional appraiser" under Indiana Code § 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "professional appraiser" under Indiana Code § 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 Indiana Code § 6-1.1-31.7 through the term of this Contract.

(b) In accordance with Indiana Code § 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 Indiana Code § 6-1.1-31.7 is revoked.

ARTICLE 7. CONTRACT REPRESENTATIVE.

The County Assessor shall designate a Contract Representative to serve as the primary contact person under the Contract. Each Township Assessor shall also designate a Contract representative to serve as the primary contact person under the Contract for their respective Township. The Assessor shall notify the Contractor of the designations within 15 days after the date of execution of this Contract.

ARTICLE 8. WORK PLAN.

Before thirty (30) days after 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 Assessor. The Contractor and Contract Representative must agree to a work plan within ten (10) days of its submission to the Contract Representative. The work plan shall ensure that all values generated by any form of annual adjustment under this Agreement will be completed before such values are required by the Department in order to set tax rates. Upon approval of a work plan, it shall become Exhibit C and become a part of this Contract by this reference.

ARTICLE 9. CONTRACT REPORTS AND MONITORING.

The Contractor shall be required to provide written progress reports to the Assessor on or before the first and fifteenth day of each month. The reports shall include the number of parcels reviewed by the Contractor, the status of the work being done, and a clear report of the degree of progress toward completion of each of the different areas of work to be performed by Contractor. The report shall include, in addition to such other information as may be required, the number of properties visited during the reporting period, whether such visits were performed at the request of the County, Township or Trustee Assessor, and whether, in contractor's opinion, such visits should be considered as qualifying for additional compensation pursuant to Article 4(b). The Assessor may require that additional information be included in the reports. The Contractor shall submit the reports to the Contract Representative via email, on or before the first and fifteenth day of each month, with a copy to the President of the Board of Commissioners and President of the

County Council. The Contract Representative shall immediately forward a copy of each report to the Assessor and any interested Township or Trustee Assessor. The Assessor may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessor 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.

ARTICLE 10. 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 bi-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 thirty (30) days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in Article 5 of this Agreement or if all required data is not submitted to the Department in the appropriate format in a timely manner, 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 thirty (30) days after that approval by the Contract Representative.

ARTICLE 11. PENALTIES.

Payments due under this Contract shall be reduced by the amount of ($100.00) per business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract.

ARTICLE 12. RESPONSIBILITIES.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessor.

ARTICLE 13. NON-DISCRIMINATION.

Pursuant to Indiana Code § 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.

ARTICLE 14. 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 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 his or her 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 Assessor.

ARTICLE 15. DELAYS.

Whenever the Contractor 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 five (5) 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, legislative action or court ruling, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

ARTICLE 16. TERMINATION.

The Assessor may terminate this Contract, if he or she determines that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessor will transmit a written Notice of the Default and termination to the Contractor thirty (30) days prior to the proposed termination date, and the Contractor shall be given thirty (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 Assessor terminates this Contract, in whole or in part as provided in this section, the Assessor may procure, upon such terms and in such manner as he or she may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Assessor for any excess costs for such similar services, provided, however, the amount of the performance bond, if any, retained by the Assessor shall be deducted in determining the excess costs.

ARTICLE 17. APPEALS.

The Contractor shall provide ten (10) Non-Consecutive Person Days for support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and re-inspection of the subject property as needed. These duties shall be performed by a competent Indiana State Certified Level II Assessor/Appraiser. Days required above the ten (10) Non-Consecutive Person Days shall be provided at the request of the Assessor at a rate of $395.00 per person day. This duty of the Contractor

shall terminate when all appeals have been resolved.

If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least seven (7) days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of the lesser of $50.00 per hour or $395.00 per person day shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel over and beyond the above stated Non-Consecutive Person Days. This duty of the Contractor shall terminate when all appeals have been resolved.

ARTICLE 18. 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 Assessor. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

ARTICLE 19. LIABILITY.

The Contractor agrees to indemnify, defend, and hold harmless the Assessor and his or her township 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.

ARTICLE 20. SUBCONTRACTING.

The Contractor must obtain the prior written 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.

ARTICLE 21. 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.

ARTICLE 22. 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 Assessor 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 Assessor 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.

ARTICLE 23. 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 who shall provide for its release. However, the Department and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

ARTICLE 24. IDENTIFICATION.

All field personnel involved with the completion of this Agreement 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.

ARTICLE 25. WORK PRODUCT DELIVERY.

The Contractor shall be responsible for the delivery of the following products to the Assessor at the completion or termination of this Agreement:

(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 and/or other information provided for the Contractor by the Assessor;
(5) All information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
(6) All ratio studies and supporting documentation.

ARTICLE 26. CONTRACTOR EMPLOYEES – PROJECT MANAGER.

The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager. The assigned Indiana Level II Assessor/Appraiser shall be: Alan L. Jordan. The current contact information for the assigned person is: 609 N. 5th street, Lafayette, IN 47901; (812) 212-5199.

ARTICLE 27. OFFICE SPACE.

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

ARTICLE 28. INSURANCE AND WORKER'S COMPENSATION.

The Contractor shall carry worker's compensation insurance for all its employees in the amounts required by law. Contractor shall carry at all times during the term of this Agreement, with a responsible insurance company acceptable to County, public liability insurance with a combined single limit in an amount not less than $1,000,000 naming County as an additional insured and protecting County for claims from injuries to persons or property damages arising out of or in any way connected with any act or omission of the Contractor, its agents, or employees in the execution of this Agreement.
Contractor shall deposit with the County, prior to commencement of any activity related to this contract, , a Certificate of Insurance certificate from an insurance carrier authorized to do business within the State of Indiana naming the Board of Commissioners of the County of Tippecanoe as an insured under such policy.

The Contractor shall indemnify and hold the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments 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 Agreement.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 16th day of April, 2007.

APPROVED:

Tippecanoe County Assessor:

By: Samantha Steele,

Samantha Steele, County Assessor

G^{n}A Assessment Professionals, Professional Appraiser:

By: Virginia R Whipple,

Virginia R. Whipple, Member

Tippecanoe County Commissioners:

By: KD Benson,

KD Benson, President

By: John Knochel,

John Knochel, Vice President

By: Ruth E. Shedd,

Ruth Shedd , Commissioner

Tippecanoe County Council:

By: _____,
Jeffery Kemper , President

Tippecanoe County Attorney:

By: _____,
David W. Luhman, Esq.

ATTESTED:

Tippecanoe County Auditor:

By: _____,
Jennifer Weston, County