

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into by and between the County of Lancaster, hereinafter referred to as “County,” and Great Plains Appraisal, Inc., hereinafter referred to as “Great Plains”.

WHEREAS, during the month of August, 2017, the County, through the Lancaster County Board of Equalization (“BOE”), set values for all parcels of taxable real estate in Lancaster County for tax purposes for the 2017 tax year as required by state law;

WHEREAS, Lancaster County taxpayers have filed appeals with the Nebraska Tax Equalization and Review Commission (“TERC”), contesting the values set for their properties by the BOE for tax purposes for the 2017 tax year; and

WHEREAS, the County wishes to obtain the services of qualified professional appraisers to assist the Lancaster County Assessor’s Office in performing the appraisal functions necessary to process the TERC appeals for the 2017 tax year, and any other TERC cases for previous tax years that have not yet been completed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows by the parties hereto:

1. The Term of this contract shall consist of the Initial Term and any Renewal Term or Renewal Terms. The Initial Term of this contract shall be effective for four years from the date of execution by both parties, or until all the TERC cases from previous tax years through 2017 tax year have been completed, whichever occurs first. If the Initial Term concludes four years from the date of execution by both parties, and upon the conclusion of any Renewal Term thereafter, the contract shall automatically renew for a period of ninety days (each such ninety-day term constituting a “Renewal Term”) unless and until terminated by County providing written notice of termination to Great Plains at least 30 days prior to the beginning of a subsequent Renewal Term. In the event of a party’s failure to materially perform any duty, obligation, or undertaking required by this contract, the other party shall provide the party with written notice of the party’s failure to materially perform any duty, obligation, or undertaking required by this contract, and shall provide the party with 30 days to cure failure to perform. If the party’s failure to perform is not cured within 30 days, then the other party may terminate the contract upon written notice to the party. During the Term of the contract, Great Plains will provide the County with appraisal services necessary to process the TERC appeals for the 2017 tax year, and any other TERC cases for previous tax years that have not yet been completed, which appraisal services shall include, but not be limited to, the following:

- (a) Consultation with County officials regarding pending appeals;

- (b) Inspection of properties and/or review of public records;
- (c) Preliminary analyses to estimate value ranges for subject properties;
- (d) Meeting and discussing property and valuation issues with owners and/or their representatives;
- (e) Preparation of detailed analyses regarding properties, including collection of market data and pertinent data from owners;
- (f) Preparation of formal appraisal reports and/or related documents for use at TERC hearings; and
- (g) Provision of testimony at TERC hearings.

2. All services provided by Great Plains will be performed by appropriately qualified employees. Great Plains may also subcontract for service subject to the prior approval of the County, through the Lancaster County Assessor's Office. All services will be performed in a timely manner and appraisal services will be in compliance with generally recognized and accepted standards of the appraisal profession, including the Uniform Standards of Professional Practice, as well as all applicable provisions of state and federal law.

3. The determinations regarding which cases Great Plains will work on, and the scope of services to be provided on those cases, will be made by the Lancaster County Assessor's Office. Great Plains will notify the Assessor's Office as soon as practicable of any potential conflicts that would prevent it from working on any particular case or cases.

4. All completed appraisal reports generated by Great Plains in the course of providing services pursuant to this Agreement shall be considered the property of the County, and may be utilized by the County for any purpose or purposes permitted by applicable legal provisions and appraisal standards. Notwithstanding the conclusion or termination of this Agreement, Great Plains, at the option of the County, shall provide appraisal services, as described in Section 1 of this Agreement, on any uncompleted TERC cases from the 2017 tax year or previous tax years. The County's exercise of the option provided for in this Section 4 shall be treated as a Renewal Term pursuant to Section 1 of this Agreement. With respect to any uncompleted TERC cases from the 2017 tax year or previous tax years for which the County does not exercise the option described in this Section 4, upon conclusion or termination of this Agreement, all completed appraisal reports generated by Great Plains in the course of providing services pursuant to this Agreement, and all documents provided by the County or appellants-taxpayers to Great Plains in the course of providing services pursuant to this Agreement, shall be turned over to the County not later than 30 days following the date of conclusion or termination of this Agreement.

5. Great Plains shall be compensated on an hourly basis for services provided pursuant hereto. The applicable hourly rates will be those contained in Attachment A, attached hereto and incorporated herein by this reference. Great Plains shall submit itemized billing statements to the County at least every 90 days detailing the services provided and the charges for such services. Payment for such services shall be made no later than 30 days following the County's receipt of the billing statements. The total compensation to be paid to Great Plains for services pursuant to this Agreement shall not exceed \$200,000.00 without the express prior consent of the Board of County Commissioners given during a regularly scheduled open public meeting of the Board.

6. The County shall cooperate with Great Plains by providing timely notice of hearing dates and related deadlines for the cases in which Great Plains is providing services. The County shall also furnish Great Plains with records, documents and other information in its possession relative to the properties which are the subject of the cases in which Great Plains is providing services.

7. The parties mutually acknowledge that this Agreement shall not create any employment relationship. Great Plains shall be an independent contractor, and its principals and employees shall not be considered employees of the County for any purpose. The compensation provided herein shall represent the total consideration to be paid by the County for the services to be provided, and the County shall not be responsible for payment or provision of insurance, fringe benefits, withholding, or any other expenses not specifically provided for herein.

8. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this Agreement. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers or employees.

9. Each party shall maintain, throughout the duration of this Agreement, a policy or policies of insurance or self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement. At a minimum, such insurance shall include:

- (a) Workers' compensation insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

- (b) General liability insurance, including coverage for bodily injury, wrongful death, personal injury and property damage. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Personal Injury Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

- (c) Great Plains shall require that all employees or subcontractors providing services hereunder maintain adequate insurance on any vehicles they utilize in connection with the provision of such services.

Great Plains shall not commence work pursuant to this Agreement until it has obtained all insurance required herein and has provided the County with proof of such insurance related to Items 9(a) and 9(b) in the form of a standard Acord Certificate of Insurance showing Lancaster County as an additional insured with respect to general liability. Great Plains shall immediately notify the County of any notice of cancellation, nonrenewal, or any material reduction in the insurance coverage evidenced in the required Certificate of Insurance.

10. Great Plains agrees that in providing services pursuant to this Agreement it will not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, or any other basis prohibited by applicable state or federal law.

11. The Agreement between Great Plains, found at County Contract Number C-16-0639, and any amendments or addenda thereto, are terminated at such time as this Agreement becomes effective. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

12. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Great Plains agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to

verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Great Plains shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Great Plains shall require any subcontractor to comply with the provisions of this section.

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

APPROVED as to form  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deputy County Attorney  
for JOE KELLY  
Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed by Great Plains this 8<sup>th</sup> day of September, 2017.

By:   
Name: Thomas W. Kubert  
Title: President

## Attachment "A"

The following individuals are employees of Great Plains Appraisal, Inc. who are credentialed appraisers in the State of Nebraska and may provide services in accordance with the "Agreement for Appraisal Services" to which this form is attached. The following schedule reflects the name of the individual employee and the fee schedule pursuant to Item 5 applicable under the terms of the "Agreement for Appraisal Services".

<b>Name</b>	<b>Fee Schedule per hour of Contracted Services.</b>
Wayne Kubert, MAI	\$95.00
Thomas Kubert, MAI	\$95.00
Cody Gerdes, MAI	\$95.00
Lori Johnson, MAI	\$95.00
Jason Pickerel, MAI	\$95.00
Shawn Fleck	\$75.00
Cathy Briley	\$70.00
Jill Henle	\$70.00
Jay Seiffert	\$70.00
Carlos Lopez	\$70.00
Clerical Services	\$33.00

(Effective 9/7/2017)



Worker's Compensation and Employers Liability Insurance Policy

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

**OLSSON ASSOCIATES  
ATTN STEVE BACKMAN  
1111 LINCOLN MALL  
LINCOLN NE 68508**

**COUNTY OF LANCASTER, NEBRASKA  
555 S 10TH ST  
LINCOLN, NE 68508**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE\*

Name of Person or Organization:

COUNTY OF LANCASTER, NEBRASKA

Address:

555 S 10TH ST  
LINCOLN NE 68508

Interest:

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

1. to which this insurance applies; and
2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

\*If the information is not shown in the Schedule, it will be shown in the Declarations.