

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into by and between the County of Lancaster, hereinafter referred to as "County," and Kubert Appraisal Group, hereinafter referred to as "Contractor".

WHEREAS, during the month of August, 2018, 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 2018 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 2018 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 2018 tax year ("current tax year");

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

1. The Term of this Agreement shall consist of the Initial Term and any Renewal Term or Renewal Terms. The Initial Term of this Agreement shall be effective for one (1) year from the date of execution by both parties, or until all the TERC cases from the current tax year have been completed, whichever occurs first. If the Initial Term concludes one (1) year from the date of execution by both parties while all cases from the current tax year have not yet been completed, the County may renew the Agreement for a period of twelve months or until all the TERC cases from the current tax year have been completed, whichever is shorter (each such period constituting a "Renewal Term"), provided that the County may terminate any Renewal Term by providing thirty (30) days written notice of termination to Contractor. If any Renewal Term concludes after twelve (12) months while all cases from the current tax year have not yet been completed, the County may renew the Agreement for an additional Renewal Term as provided above. In the event of a party's failure to materially perform any duty, obligation, or undertaking required by this Agreement, 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 Agreement, and shall provide the party with thirty (30) days to cure the failure to perform. If the party's failure to perform is not cured within thirty (30) days, then the other party may terminate the Agreement upon written notice to the party. During the Term of the Agreement, the Contractor will provide the County with appraisal services necessary to process the TERC appeals for the 2018 tax year, 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 the Contractor will be performed by appropriately qualified employees, or, as provided herein, by appropriately qualified subcontractors. Provided that Tom Kubert shall directly supervise any and all such subcontractors, the Contractor may also subcontract for the appraisal services to be performed by those subcontractors described in Attachment A, subject to the prior approval of the County, which approval may be given by and 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 the Contractor will work on, and the scope of services to be provided on those cases, will be made by the Lancaster County Assessor's Office. The Contractor 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 the Contractor 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, the Contractor, 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 2018 tax year. 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 2018 tax year 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 the Contractor in the course of providing services pursuant to this Agreement, and

all documents provided by the County or appellants-taxpayers to the Contractor in the course of providing services pursuant to this Agreement, shall be turned over to the County not later than thirty (30) days following the date of conclusion or termination of this Agreement.

5. The Contractor 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. The Contractor shall submit itemized billing statements to the County at least every ninety (90) days detailing the services provided and the charges for such services. Payment for such services shall be made no later than thirty (30) days following the County's receipt of the billing statements. The total compensation to be paid to the Contractor for services pursuant to this Agreement shall not exceed \$200,000.00 without the express prior consent of the Lancaster County Board of Commissioners ("Board") given during a regularly scheduled open public meeting of the Board.

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

7. The parties mutually acknowledge that this Agreement shall not create any employment relationship. The Contractor 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. The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work on the

Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

(a) Workers' Compensation. The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

(b) Commercial General Liability. The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

(c) Automobile Liability. The Contractor 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.

(d) Professional Liability. Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed.

(e) Additional Insured. An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement, under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis.

(f) Certificates. The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

(g) Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

(h) Sovereign Immunity. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

(i) The Contractor shall also be responsible for ensuring that all subcontractors have met the same insurance requirements before and during the time any work is done pursuant to this Agreement.

10. The Contractor 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. 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, The Contractor 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. The Contractor 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. The Contractor shall require any subcontractor to comply with the provisions of this section.

13. Except as provided herein, Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska without respect to its conflict of laws principles.

15. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Executed by the Contractor this 26<sup>th</sup> day of September, 2018.

By: 

Name: Thomas W. Kubers for Kubers Appraisal Group

Title: President

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2018.

LANCASTER COUNTY BOARD OF  
COMMISSIONERS, LANCASTER  
COUNTY, NEBRASKA

APPROVED as to form  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney

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**ATTACHMENT A**

The following individuals are employees or sub-contracted positions of Kubert Appraisal Group and 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 or position of the individual employee or sub-contracted position and the fee schedule pursuant to Section 5 applicable under the terms of the "Agreement for Appraisal Services".

<b>Name/Position</b>	<b>Fee Schedule per hour of Contracted Services</b>
Thomas W. Kubert	\$115
Jill Henle	\$70
Clerical Services	\$35
 <b>Employee or Sub-Contracted Position:</b>	
Certified General Appraiser with MAI Credential	\$100
Certified Residential Appraiser	\$75
Certified General Appraiser	\$75
General Appraisal Services	\$50-70



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>STUHLIK &amp; ASSOCIATES</b> <b>INSURANCE &amp; FINANCIAL SERVICES INC</b> <b>130 CHERRY HILL BLVD</b> <b>LINCOLN NE 68510-</b>	<b>CONTACT NAME:</b> DEON DRAGOO <b>PHONE (A/C No. Ext):</b> (402) 489-8990 <b>FAX (A/C No.):</b> (402) 489-0314 <b>E-MAIL ADDRESS:</b> DEON@STUHLIKINSURANCE.COM
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AUTO-OWNERS INSURANCE <b>INSURER B:</b> HISCOX INSURANCE COMPANY INC <b>INSURER C:</b> FARMERS MUTUAL OF NEBRASKA <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> THOMAS KUBERT DBA <b>KUBERT APPRAISAL GROUP P.C.</b>  <b>7921 LILLIBRIDGE STREET</b> <b>LINCOLN NE 68506-3138</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		39919585	08/17/2018	08/17/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			/ /	/ /	MED EXP (Any one person) \$ 5,000
					/ /	PERSONAL & ADV INJURY \$ 1,000,000
					/ /	GENERAL AGGREGATE \$ 2,000,000
					/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			/ /		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			/ /	/ /	\$
C	AUTOMOBILE LIABILITY		AU366137	08/28/2018	02/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO			/ /	/ /	BODILY INJURY (Per person) \$ 250,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
			UL366140 (UMBRELLA)	02/28/2018	02/28/2019	UMBRELLA LIMIT \$ 2,000,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR		/ /	/ /	EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		/ /	/ /	AGGREGATE \$
	DED	RETENTION \$		/ /	/ /	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		39144395	08/17/2018	08/17/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N		/ /	/ /	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 500,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL LIABILITY		MPL2336869	08/15/2018	08/15/2019	E&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED PER FORM 55169 (5-15). FORM IS ATTACHED.

<b>CERTIFICATE HOLDER</b>  ( ) - ( ) -  <b>LANCASTER COUNTY</b> <b>555 S 10TH ST</b>  <b>LINCOLN NE 68508-</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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COMMERCIAL GENERAL LIABILITY  
55169 (5-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF  
LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insureds required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other policy terms and conditions apply.