

AMENDMENT

This Amendment is entered into this _____ day of _____, 2018, by and between Kubert Appraisal Group, hereinafter referred to as “the Contractor,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.” Collectively the County and the Contractor may be referred to as “Parties”, and individually each may be referred to as a “Party”.

WHEREAS, on October 2, 2018, the Parties entered into an Agreement pursuant to County Contract No. C-18-0601 for the provision of professional appraisal services to assist the Lancaster County Assessor’s Office in performing the appraisal functions necessary to process the TERC appeals for the 2018 tax year;

WHEREAS, certain TERC appeals for the 2018 tax year, described in detail below, also have related pending appeals for the 2017 tax year (“Carryover Appeals”);

WHEREAS, the Parties wish to exclude those 2018 Carryover Appeals from the scope of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, it is agreed between the Parties as follows:

1) Section 1 of the Agreement is hereby replaced with the following:

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, except for the 2018 Carryover Appeals, 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.

For purposes of this Agreement, the 2018 Carryover Appeals for which Contractor shall not provide appraisal services shall be:

- (a) Kawasaki Motors Manufacturing Corp., TERC Case No. 18C30
- (b) NE-UNL Holding LLC, TERC Case Nos. 18C253 & 18C254
- (c) Kohls Illinois Inc aka Kohls Dept Store Inc. TERC Case No. 18C364

- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 15th day of November, 2018, by Contractor.

BY: 

NAME: Thomas W. Kubert

TITLE: President

EXECUTED this _____ day of _____, 2018, by County.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2018

Deputy County Attorney for
PATRICK F. CONDON, County Attorney

