

AMENDMENT

This Amendment is entered into this _____ day of _____, 2018, by and between Great Plains Appraisal, Inc., 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 September 19, 2017, the Parties entered into an Agreement pursuant to County Contract No. C-17-0760 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 2017 tax year and prior tax years;

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

WHEREAS, the Parties wish to include those 2018 Carryover Appeals within 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 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; the 2018 Carryover Appeals; and any other TERC cases for tax years prior to the 2017 tax year 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.

For purposes of this Agreement, the 2018 Carryover Appeals for which Contractor shall 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 14th day of November, 2018, by Contractor.

BY: 

NAME: Jason L. Pickemel

TITLE: Vice 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

