

SECOND AMENDMENT

This Second Amendment is entered into this _____ day of _____, 2019, 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, on November 20, 2018, the Parties entered into an Amendment to the Agreement to exclude certain 2018 Carryover Appeals from the scope of the Agreement;

WHEREAS, certain other TERC appeals for the 2015, 2016, and 2017 tax years, described in detail below, also have related pending appeals for the 2018 tax year (“2018 Korver-Matterhorn Appeals”);

WHEREAS, the Parties wish to exclude those 2018 Korver-Matterhorn Appeals from the scope of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement as amended 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 and the 2018 Korver-Matterhorn 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.

For purposes of this Agreement, the 2018 Korver-Matterhorn Appeals for which Contractor shall not provide appraisal services shall be those 2018 appeals listed in the column identified as "2018" in Exhibit "A," which Exhibit is attached hereto and incorporated herein by this reference.

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

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

EXECUTED this 14th day of March, 2019, by Contractor.

BY: 

NAME: Thomas W. Kubert

TITLE: President

EXECUTED this _____ day of _____, 2019, by County.

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

APPROVED AS TO FORM
this ____ day of _____, 2019

Deputy County Attorney for
PATRICK F. CONDON, County Attorney

Exhibit "A"				
PID	2015	2016	2017	2018
20-26-101-003-000	15A 196	16A 95	17A 109	18A 211
20-26-101-002-000	15A 197	16A 96	17A 110	18A 212
20-02-400-003-000	15A 198	16A 89	17A 108	18A 205
20-02-200-005-000	15A 199	16A 90	17A 107	18A 206
20-26-200-002-000	15A 200	16A 91	17A 111	18A 207
20-26-100-003-000	15A 201	16A 92	17A 104	18A 208
22-29-300-008-000	15A 202	16A 93	17A 106	18A 209
22-29-400-004-000	15A 203	16A 94	17A 105	18A 210
20-23-200-003-000	15A 204	16A 81	17A 113	18A 216
20-23-400-001-000	15A 205	16A 82	17A 99	18A 217
20-26-200-004-000	15A 206	16A 80	17A 94	18A 215
20-26-200-005-000	15A 207	16A 86	17A 95	18A 218
17-35-300-005-000	15A 208	16A 76	NA	NA
20-23-400-003-000	15A 209	16A 77	17A 91	18A 221
20-14-400-004-000	15A 211	16A 78	17A 93	18A 219
20-23-200-010-000	15A 212	16A 79	17A 92	18A 220
15-06-200-008-000	NA	16A 75	17A 101	18A 214
15-06-200-004-000	NA	NA	17A 100	18R 243
15-06-200-009-000	NA	NA	17A 102	18A 213
15-06-200-002-000	NA	NA	17A 103	18R 244
20-23-400-004-000	NA	NA	17A 112	18R 242