

### THIRD AMENDMENT

This Third 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 pursuant to County Contract No. C-18-0713 to exclude certain 2018 Carryover Appeals from the scope of the Agreement;

WHEREAS, on March 19, 2019, the Parties entered into a Second Amendment to the Agreement pursuant to County Contract No. C-19-0527 to exclude certain 2018 Korver-Matterhorn Appeals from the scope of the Agreement;

WHEREAS, one of the 2018 Carryover Appeals and its companion 2017 appeal require Additional Services, as described herein; and

WHEREAS, the Parties wish to include these Additional Services within 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-Union Hearing Board, 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 hereby by this reference.

The Contractor will provide the County with the following Additional Services for TERC Cases No. 18C30 and 17C187: on or before May 7, 2019, completing and delivering to the County Attorney a report reviewing any appraisal provided by the taxpayer for USPAP compliance, including additional copies of the report as required by the Notice of Hearing in TERC Cases No. 18C30 and 17C187, and providing testimony regarding said report at any hearing in TERC Cases No. 18C30 and 17C187.

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

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

**DRAFT**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Contractor.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DRAFT**

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

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

**DRAFT**