

THIRD AMENDMENT

This Third Amendment is entered into this _____ day of _____, 2019, 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, on November 20, 2018, the Parties entered into an Amendment to the Agreement pursuant to County Contract No. C-18-0714 to include certain 2018 Carryover Appeals within 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-19-0238 to include certain 2018 Korver-Matterhorn Appeals, and other future related consolidated appeals, within 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 exclude those Additional Services 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 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; the Korver-Matterhorn 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.

For purposes of this Agreement, the Korver-Matterhorn Appeals for which Contractor shall provide appraisal services shall be:

- (a) those 2018 appeals listed in the column identified as "2018" in Exhibit "A," which Exhibit is attached hereto and incorporated herein by this reference; and
- (b) an appeal for a tax year subsequent to the 2018 tax year:
 - i. that is an appeal to TERC on the BOE valuation of a parcel with a Lancaster County Assessor parcel identification number listed in the column identified as "PID" in Exhibit "A"; and
 - ii. the hearing for which appeal becomes consolidated before TERC with a hearing on any of the appeals listed in the columns identified as "2015," "2016," "2017," or "2018" in Exhibit "A."

The Contractor will not 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.

EXECUTED this 25th day of April, 2019, by Contractor.

BY: 

NAME: Jason L. Pickcerel

TITLE: Vice 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

