

First Amendment to Professional Services Contract

THIS CONTRACT (the "Amendment") is made this ____ day of _____, **2012**, by and between **CUYAHOGA COUNTY**, through its **Fiscal Officer** (the "County") and **John Q. Ebert** (the "Appraiser").

RECITALS

WHEREAS, the County and the Appraiser entered into a Professional Services Contract on **May 23**, **2011** (the "Contract") wherein the Appraiser agreed to provide the County with certain services related to the County's sexennial reappraisal in accordance with Section 5715.33 of the Ohio Revised Code and the County agreed to compensate Appraiser for such services; and

WHEREAS, the County and the Appraiser intend to **Decrease** the Compensation provided for in the Contract and **Decrease** the number of Contract Parcels identified in the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows.

ARTICLE 1.

Amendments

- 1.1 Compensation.** That the Compensation as set forth in Section 3.1 of the Contract is **Decreased** by **\$ 3,924.00**, and shall not exceed **\$ 92,076**.

ARTICLE 2.

General Provisions

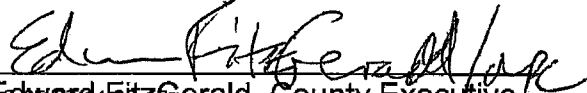
- 2.1 Incorporation.** All capitalized words not otherwise defined herein shall have the same meaning as in the Contract. All terms and conditions of the Contract not amended hereby shall remain in full force and effect. In the event of a conflict between this Amendment and the Maintenance Agreement, this Amendment shall control.
- 2.2 Electronic Signature.** The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as

they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Agreement as of the date aforesaid.

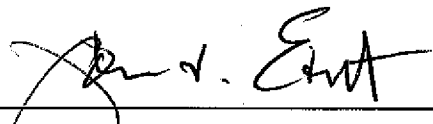
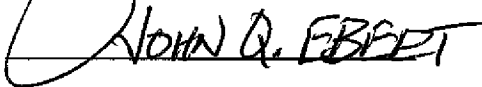
CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

Date: _____

APPRAISER


By:  JOHN Q. EBERT

Date: 3/15/12

The legal form and correctness of the within document is hereby approved.

By: _____