

Professional Services Contract

THIS CONTRACT (the "Contract") is made this 15th day of August 2011, by and between **CUYAHOGA COUNTY**, (the "County") and William J. Barnes (the "Appraiser").

ARTICLE 1.

TERM and PERFORMANCE

- 1.1 **Term.** The term of this Contract (the 'Term') shall begin on: a) the date first written above, or b) the date this form contract is approved by the State of Ohio Tax Commissioner, whichever is later (the "Effective Date"), and end on December 31, 2012 (the "Expiration Date"); the Expiration Date may be extended as set forth herein ("Term" includes any extension of the Expiration Date under this Contract). In the event Appraiser is, for any reason, unable to start the work described herein on the Effective Date, then the Appraiser shall immediately notify the Fiscal Officer. The Term is subject to prior termination in accordance with Section 1.2 and Article 5, below.
- 1.2 **Satisfactory Performance of Duties.** Notwithstanding any other provision of the Contract, this Contract shall continue only for such time as the services rendered by Appraiser are satisfactory to the Fiscal Officer, in his sole discretion.

ARTICLE 2.

DUTIES & RESPONSIBILITIES OF APPRAISER

- 2.1 **Generally.** Appraiser shall field review, verify physical characteristics of, and value parcels of real property within Cuyahoga County, Ohio, as assigned by the County Project Manager, defined below (the "Contract Parcels"; individually, a "Contract Parcel"). Appraiser acknowledges that he/she understands the identity of these parcels of real property and that he/she further understands the nature of the services which he/she is required to perform with respect to these parcels of real property. Appraiser further agrees to perform all services requested of him/her by the Fiscal Officer in accordance with the directions as provided by the project supervisor and/or project administrator identified to Appraiser by the Fiscal Officer (the "County Project Manager").
- 2.2 **Valuation.** Appraiser agrees to furnish to the County: (A) a Field Review Form ("red books") signed by Appraiser, indicating the value of land, the value of the buildings, and the total value of land and buildings, and (B) the property classification and land use code for each Contract Parcel ("A" and "B" together, the "Project"). The resulting values of land, the buildings, and the total of land and buildings, of each parcel shall be delivered to the Fiscal Officer not later than March 31, 2012 (the "Project Completion Date"). Appraiser acknowledges that the Project is intended to assist the County in meeting its requirement for a sexennial reappraisal in accordance with Section 5715.33 of the Ohio Revised Code (the "Update").
- 2.3 **Reports.** Appraiser shall, upon the written request of the County, report on the progress of the Project on D.T.E. form 108.
- 2.4 **Times of Performance.** To the extent that the performance of this Agreement requires Appraiser to be at the County's designated office, Appraiser shall perform this contract between 8:30 a.m. to 4:30 p.m., Monday through Friday. All other services required to be performed by Appraiser may be performed at such times determined to be appropriate by