

BIRCH RUN TOWNSHIP
ASSESSOR SERVICES AGREEMENT

This Agreement is made as of April 1st, 2017, between the TOWNSHIP OF BIRCH RUN, a Michigan municipal corporation, of 8425 Main Street, P.O. Box 152, Birch Run, MI, (the "Township"), and COUCKE PROPERTY SERVICES, LLC, of 15235 Hough Road, Allenton, MI 48002 (the "Company").

RECITALS

- A. The Township seeks property assessment and related services for the Township (the "Services").
- B. Company maintains a fully staffed property services company performing property evaluation services which include municipal assessing.
- C. Company is qualified and has qualified staff to provide the services which Township requires. The services are described in the attached Exhibit A and are incorporated by reference into this Agreement (Hereafter the "Services").
- D. Township has selected Company to provide the Services by a resolution of the Township Board at a meeting on March 14th, 2017.

AGREEMENT

In exchange for the consideration in and referred to by this Agreement, the parties agree:

ARTICLE 1
ASSESSOR'S RESPONSIBILITIES

- 1.1 Basic Services. Company shall provide property appraisal and assessment services (collectively, the "Services") as detailed in the attached Exhibit A, and also in the General Property Tax Act (1893 PA 206, as amended, MCL 211.1 et seq.). In the case of a conflict between Exhibit A and the governing legal authority, the governing legal authority shall control.
- 1.2 Additional Services. N/A
- 1.3 Qualifications. Company represents that it has fully qualified staff who are MAAO (Formerly Level 3 Assessor) qualified to practice in Michigan and to perform the services required by this Agreement.
- 1.4 Work Product. All reports, letters, work sheets, data, documents and other materials, whether produced or stored on paper, electronically or otherwise, which are produced by Company in the course of and for the purpose of providing services according to this Agreement are the property of the Township. The Township may obtain copies of any of

the above named material on paper, electronic disk or any other format requested by the Township which Company is capable of producing and the Township shall pay the nominal cost of reproducing such documents in the requested format. This material shall not be disclosed to any third party without the Township's prior permission, except to the extent applicable law requires disclosure.

- 1.5 Equipment and Supplies. Company at its sole expense shall provide all necessary equipment and supplies as necessary for the performance of the Services.
- 1.6 Independent Contractor. Company is an independent contractor, and its employees or agents are not employees of, and have no authority to bind, the Township by contract or otherwise. Company shall perform the Services under the general direction of the Township, but Company shall determine, in Company's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Company shall at all times comply with applicable law. The Township has no right or authority to control the manner or means by which the Services are accomplished.
- 1.7 Employment Taxes and Benefits. Company shall pay for and report all compensation which is paid to Company's personnel under this Agreement. Company shall indemnify Township and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Company pursuant to this Agreement. Company shall not be entitled to receive any vacation or illness payments, or to participate in employee benefit plans for the Township's employees.
- 1.8 Insurance. Township shall not be required to obtain or maintain any insurance covering Company, its agents or its employees. Company shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of Company, its employees and agents, including professional liability (in an amount not less than \$1,000,000.00 which shall provide protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable), general commercial liability (in an amount not less than \$1,000,000.00), and automobile liability coverage (in an amount not less than \$1,000,000.00). Township shall be named as an additional insured on the Company's general liability, and automobile liability policies. Company shall provide any necessary unemployment and workers' disability compensation coverage for its employees. Company shall provide copies of all insurance policies upon the Township's request, together with copies of certificates of insurance showing the premiums to be fully paid.
- 1.9 Indemnity. Company shall hold the Township (including its officers and employees) harmless from and indemnify it for and against any and all liability, claims, damages, expenses, causes of action, suits, judgments, awards or other requirements to pay any funds as a result of injury (including death) to any person or damage to any property

arising out of Company's negligent or careless performance of services under this Agreement and those of Company's employees or anyone on Company's behalf.

- 1.10 Compliance with Legal Requirements. Company and its agents and employees shall, in performing their duties under this Agreement, comply with all applicable laws, rules and regulations and, understanding the Township may seek federal or state reimbursement for the Company's services, Company shall comply with any specific laws, rules and regulations, orders, directives, and contract applicable to projects which are so funded.
- 1.11 Contacts with Township. Unless otherwise directed by the Township Supervisor in writing, the Township's representative for purposes of communication and day-to-day directions shall be the Township Supervisor. However, many decisions required of Township, including without limitation, additional services or costs, may only be made by action of its Township Board. Company recognizes that requirement and shall provide the lead time and information reasonably needed to seek the consideration by and approval of the Township Board at regularly scheduled Township Board meetings. Company shall designate in writing to the Township who shall be the Company's principal contact for work performed for the Township.

ARTICLE 2 TOWNSHIP'S RESPONSIBILITIES

- 2.1 Duties of Township. The Township shall provide, to the extent reasonable:
 - A. Up-to-date tax maps.
 - B. Adequate office space and chairs and tables.
 - C. Postage, envelopes, printing of assessment notices, assessment rolls, tax rolls, etc. at the Township's expense.
 - D. Current property record cards on file for all real and personal property.
 - E. Adequate access to Township computer and assessment software (if applicable).

ARTICLE 3 COMPENSATION AND PAYMENT

- 3.1 Compensation. Township shall pay Company a fee of \$32,170.00 per year in monthly installments of \$2,680.83 for the Services. Company shall bill for services rendered and documented reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within thirty (30) days of the presentment of the invoice. Invoices over thirty (30) days past due shall to be charged monthly interest at the rate of 6% per year on the unpaid balance or the highest lawful rate, whichever is less.

ARTICLE 4
TERM AND TERMINATION

- 4.1 Term. This Agreement shall commence effective April 1, 2017 (“Effective Date”).
- 4.2 Termination. This Agreement shall terminate one year after the Effective Date. This Agreement may be terminated before Company’s work is complete under any of the following circumstances.
- A. This Agreement may be terminated by either party upon thirty (30) days written notice.
 - B. If either party shall give written notice to the other that the other party has substantially defaulted in the performance of any obligation under this Agreement or such default shall not have been cured within fifteen (15) days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.
 - C. If Company’s personnel which provide services to Township fail to maintain their qualifications as provided in this Agreement, the Agreement shall automatically terminate.
 - D. Township may terminate this Agreement if, for any reason, Township becomes dissatisfied with the work of Company.
- 4.3 Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations except for (i) obligations occurring prior to the date of termination, and (ii) obligations or promises made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by Company, the Company shall immediately discontinue all services (unless the notice directs otherwise). Upon payment for Services accepted by the Township, Company shall deliver copies of all data, reports, estimates, sales studies, summaries and other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from Company’s default or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid to Company on a time and expense basis, but no amount shall be paid on profit anticipated for services not yet performed by Company.

ARTICLE 5
MISCELLANEOUS

- 5.1 Notices. Any notice required to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

- 5.2 Governing Law and Remedies. This agreement shall be construed and enforced in accordance with the law of the State of Michigan. To the extent not prohibited by law, the parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be in the state courts in Saginaw County, Michigan, and the prevailing party in any such action shall, in addition to any remedies to which the party is entitled at law or in equity, be entitled to recover its actual costs to bring, maintain or defend any such action, including, without limitation, attorney fees and other legal expenses.
- 5.3 Publication, Reproduction and Use of Material. Township shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
- 5.4 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 5.5 Headings. The headings in this Agreement are only for reference purposes and shall not affect the meaning or interpretation of this Agreement. The recitals, however, are intended to be an integral part of this Agreement.
- 5.6 No Assignment. Neither party may assign to a third party any of its rights or responsibilities under this Agreement without the prior written consent of the other party.
- 5.7 Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to its subject matter. No other oral statements or prior written material not specifically incorporated in this Agreement shall have any effect and no changes 'or additions to this Agreement shall be effective unless made in writing and signed by the parties.

The parties have signed this Agreement as of the date first written above.

BIRCH RUN TOWNSHIP

COUCKE PROPERTY SERVICES, LLC

By: _____
RAY LETTERMAN
Its: Supervisor

By: _____
CHRISTOPHER D. COUCKE, Assessor
Its: Representative

By: _____
COREY TRINKLEIN
Its: Clerk

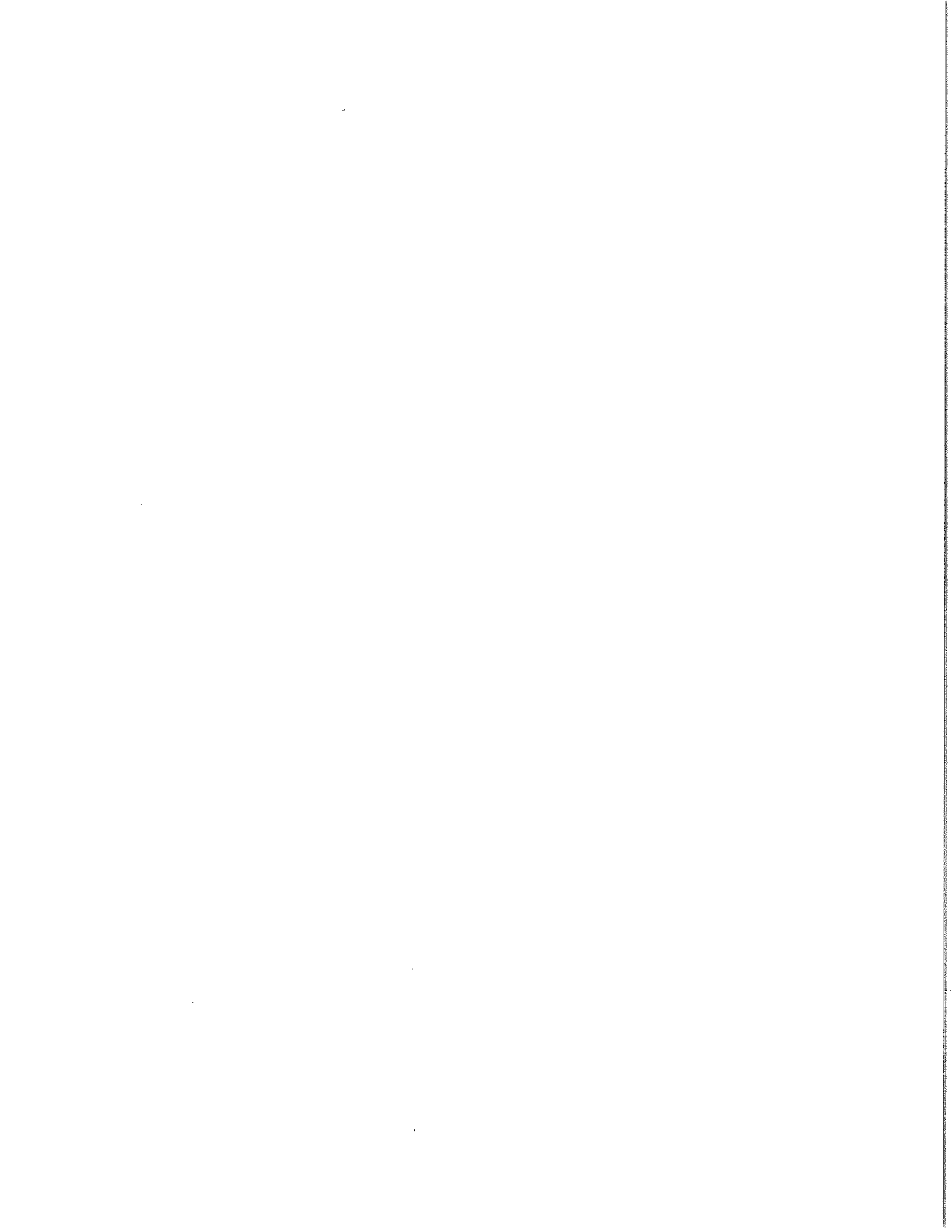


EXHIBIT A

COMPANY'S RESPONSIBILITIES

- A. **Assessment Rolls.** Prepare the 2018 real and personal property assessment rolls for Township, along with all related documentation required, in accordance with this contract and the Michigan State Tax Commission rules and procedures and shall be in compliance with Michigan Statutes.
- B. **Certifications.** Maintain personnel with minimum Level III (MAAO) State Assessor & Personal Property Examiner Board Certification by the Michigan Department of Treasury. Any additional certifications of Company's Assessors will be announced to the board. Additional certification deemed necessary by the board will require an educational/certification time frame to be agreed upon by both parties.
- C. **Required Forms and Certification.** Company shall complete and/or review all forms which are required to be submitted to the Equalization Department, Commission and Tribunal and will certify the 2016, 2017, and 2018 assessment rolls.
- D. **New Construction.** Review and appraise all new construction in Birch Run Township, place values on appraisal cards, provide computer valuation statements for each parcel and update all record cards for all parcels within the township.
- E. **Sales, Economic Condition Factors.** Review all residential neighborhoods and compare them by a Sales Ratio Study aligning neighborhoods as necessary.
- F. **Land Values.** Maintain proper land values for each parcel of real property in the Township and create a Land Value Map.
- G. **Property Transfers.** Process all deeds, Property Transfer Affidavits, Principal Residence Exemptions and address changes in the assessing system.
- H. **Homestead Affidavits.** Provide and perform procedures necessary to complete the handling of homestead affidavits for parcels located in the township.
- I. **Land Divisions.** Consult with the Township Supervisor on all land divisions and complete all land divisions, combinations and lot line adjustments for the 2017 and 2018 Assessment Rolls.
- J. **Parcel Review.** Review at least 20% of the real property parcels in the Township, of which a list can be obtained at the request of the Township Board, during each calendar year of this Agreement.
- K. **Personal Property.** Review and assess all personal property in the Township according to applicable Michigan Law. The Township is responsible for the expense of mailing out personal property statements.

- L. **Board of Review.** Provide personnel who will attend the Township board of Review meetings, and advise the Township Supervisor on matters related to tax assessment and tax administration.
- M. **Property Assessment Warrants.** Provide personnel who will sign necessary warrants in regard to property assessments.
- N. **Appeals to Tribunal or Courts.** Defend all small claims appeals at the Michigan Tax Tribunal which are held during the term of this agreement for Birch Run Township, unless Township Supervisor requests differently. Handle full tribunal appeals at the Michigan Tax Tribunal through the counsel conference. Any Tribunal valuations will be discussed on a case by case basis. Any and all required legal counsel shall be supplied by Township.
- O. **Other Duties.** Perform all other duties of the Assessor as required by statute for Birch Run Township.
- P. **Hours of Work.** Provide office hours at Birch Run Township as follows: One full day per week, totaling at least 8 hours. Hours may vary and will be flexible as needed by citizens of Birch Run Township. All field work will be in addition to these hours.
- Q. **Additional Expenses.** Provide itemized expense statements for any additional expenses not related to salary for payment each month (II. C.)
- R. **Compensation Negotiations.** Due to the changing nature of Michigan Tax Laws, and in the event of a major change in Tax and Assessing laws which cause substantial additional administration work or in the event the Township needs consultation regarding law changes. Company reserves the right to negotiate a fair compensation for this additional work with Township.
- S. **Records.** The records shall at all times remain the property of Township.