

ASSESSOR SERVICES AGREEMENT

Employment Agreement made and entered into this 1st day of January, 2014, by and between **PENNFIELD CHARTER TOWNSHIP**, a municipal corporation organized and existing under the laws of the State of Michigan, with its office located at 20260 Capital Avenue, NE, Battle Creek, Michigan 49017 (hereinafter referred to as the "TOWNSHIP"), and the **CITY OF SPRINGFIELD**, a Home Rule City, with its office located at 601 Avenue A, Springfield, Michigan 49015 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the TOWNSHIP for the performance of the hereinafter described assessor services for the CITY by the TOWNSHIP; and,

WHEREAS, the TOWNSHIP retains qualified personnel with the proper state CMAE certification to act in that capacity for and on behalf of the CITY; and,

WHEREAS, the TOWNSHIP is agreeable to rendering such services on the terms and conditions hereinafter set forth; and,

WHEREAS, the parties wish, by this agreement, to define their respective rights and responsibilities during the term of this agreement;

NOW, THEREFORE, it is agreed as follows:

1.1 Assessor services. The TOWNSHIP agrees to provide assessor services within the corporate limits of the CITY to the extent and in the manner hereinafter set forth.

1.2 Duties. Except as otherwise provided, the minimum level basic of assessor service provided by the TOWNSHIP will be described in subparagraphs (a) through (j) of this section (1.2).

The assessor is to perform all duties of an assessor pursuant to CITY Charter, Michigan statute and law, and all other rules and guidelines established for the proper performance of said position, as the same may be from time to time amended, while this agreement is in effect, and shall conduct and perform the same in accordance with all applicable standards of professional conduct required of such assessors. Such duties shall include but not be limited to the following:

- (a) Preparation of real and personal property assessment rolls on an annual basis;
- (b) Preparation of an annual estimate according to his/her best information and judgment, of the true cash value of all real and personal property in the CITY;
- (c) Classification of real and personal property according to the classes established by state law;
- (d) Keeping a set of property record cards, personal property tax records, tax and land value maps, and historical assessment data as called for by the Michigan General Property Tax Act (1893 PA 206 [MCL 211.1 et seq.], hereinafter referred to as the "Act");
- (e) Recording the real and personal property tax assessments on the assessment roll, preparing new rolls each year as called for by the Act;

- (f) Using only the official manual or manuals with their latest supplements as prepared or approved by the State Tax Commission as a guide in assessing either real or personal property as called for by the Act;
- (g) Appearing before the Board of Review and the Michigan Tax Tribunal in support of his/her assessment determinations;
- (h) Enter the assessments onto the ad valorem and industrial facilities tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the CITY Treasurer. The assessor, in cooperation with the City Treasurer/Finance Director and City Clerk shall also enter any delinquent CITY utility payments onto the appropriate rolls;
- (i) Perform all functions of the assessor as described in Section 5.11 of the City Charter;
- (j) Perform such other duties of assessor as may be called for by the Act.

1.3 Level of certification. In order to perform the above-described duties, TOWNSHIP agrees to provide an assessor qualified as at least a Level II Certified Michigan Assessor Evaluator (CMAE) under the Act.

2.0 Days of assignment. The assessor services provided by the TOWNSHIP shall be on the basis of an assessor assigned to the CITY on Mondays and 4 hours on Tuesday AM (8:00AM to Noon) of each week. This period of assignment may be adjusted by mutual agreement of the parties. During the term of this agreement, assessor shall maintain office hours at the Springfield City Hall at the above address as follows:

A. The City Manager shall establish, upon consultation with the assessor, a schedule for the maintenance of specific office hours. In the event the assessor is unable to be present for office hours on the appointed days, he shall notify the CITY of the fact as soon as is reasonably practicable and an alternative day shall be substituted;

B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall count as office days.

3.0 Defense of appeals. The CITY shall maintain ultimate control of all litigation and settlement negotiations and assessor shall operate under the direction of the City Manager in any litigation regarding a tax appeal including appeals to the Small Claims Division. Any appeal to the Tax Tribunal may result in the CITY obtaining competent legal counsel at its expense. The assessor shall cooperate with legal counsel in the defense of such appeals. The assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include but not be limited to filing necessary petitions, preparing and submitting such materials, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. All of the foregoing regarding appeals to the Small Claims Division is deemed to be included in the services compensated pursuant to the provisions of this agreement.

3.1 Assessor certification. The assessor shall be certified as at least a Level II CMAE in the State of Michigan.

4.1 Transportation, office space and equipment.

A. The assessor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this agreement. CITY may but shall not be required to provide a vehicle to assessor to assist assessor in performing his/her duties under this agreement. In the event that assessor uses his/her private vehicle, mileage expenses for necessary travel shall be reimbursed at the rate per mile recognized by the Internal Revenue Service allowance for business use of an automobile.

B. CITY shall furnish at its own cost and expense all necessary office space, computer, cell phone, furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities for assessor while he/she is performing assessor's duties on behalf of the CITY under this agreement. It is further understood that, while assessor is present in the CITY performing duties pursuant to this agreement, the performance of outside duties shall not be permitted.

C. It is agreed that in all instances where special supplies, stationary, notices, forms and the like are to be issued in or bear the name of the CITY, they shall be supplied by said CITY at its own cost and expense.

5.1 Township employee. All persons employed in the performance of such assessor services and functions pursuant to this agreement for CITY shall be TOWNSHIP employees and no person employed hereunder shall acquire any CITY pension, civil service status or rights by reason of such employment by the TOWNSHIP.

5.2 Official status and supervision. For the purpose of performing services and functions under, relating to and within the scope of this agreement, and only for the purpose of giving official status to the performance thereof, every TOWNSHIP officer and/or employee engaged in performing any such service and function may be deemed an officer or employee of said CITY while so performing. While performing functions as assessor for the CITY, assessor shall be under the supervision of the City Manager.

6.1 Responsibility for salary. The CITY shall not be liable for the direct payment of any salaries, wages, benefits, or other compensation and shall not incur liability other than that provided for in this agreement.

6.2 Injury or sickness. The CITY shall not be liable for the any compensation or indemnity to any TOWNSHIP employee for injury or sickness arising solely out of his employment.

6.3 Hold harmless. Neither party, its officers, employees or agents shall be liable for any intentional or negligent acts of the other or any officers, employees or agents thereof. Each party shall hold the other party harmless from damages, including the cost of litigation resulting from intentional or negligent acts of the other party or of the assessor while performing duties for the respective jurisdictions.

6.4 Warranty. TOWNSHIP makes no warranty or assurances concerning the quality or level of services to be provided by the assessor while under the supervision of the CITY, other than as

to the level of certification as provided in paragraph 1.3 above, and shall bear no responsibility for the work product so performed.

7.1 Term. Unless sooner terminated as provided for herein, this agreement shall be effective commencing January 1, 2014 and shall run for a period of three (3) years thereafter. At the option of the CITY with the concurrence of the TOWNSHIP, this agreement may be renewed for successive periods of not to exceed three (3) years each.

7.2 Right of termination. Notwithstanding the provision of the foregoing paragraph 7.1, at any time following the execution of this agreement, either party may terminate the agreement upon thirty (30) days notice in writing to the other party. This right of termination is specifically exercisable at the sole discretion of either party and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be thirty (30) days from the date of mailing of such notice by certified mail, return receipt requested. Provided further, however, that if the assessor hired by TOWNSHIP shall resign or be terminated with less than 30 days notice, then TOWNSHIP shall be excused from further performance on this agreement as of the effective date of such resignation of termination.

8.1 Consideration. The CITY shall pay to TOWNSHIP for assessor services at the rates as set forth in Schedule A attached hereto, which rate shall include 30% of the salary of the employee engaged in performing said assessor services, 30% of the cost of health insurance benefits while so employed, a 30% prorated share of the cost of vacation and sick leave, 30% of the cost of any retirement contribution and workers compensation costs, and 30% of all training costs including conferences and education provided such training, conferences or education is approved by the TOWNSHIP supervisor. If the cost of providing the services provided pursuant to this agreement changes at any time, the CITY shall be notified of each such change in writing and the same shall be effective on the 1st day of the calendar month following giving of such notice.

8.2 Monthly statement. The TOWNSHIP shall render to the CITY monthly a statement covering all services performed hereunder. The CITY shall pay the TOWNSHIP monthly for the assessor services performed hereunder.

8.3 Advertising costs. Within thirty (30) days upon presentation of the statement itemizing advertising costs incurred in hiring the assessor, CITY shall reimburse TOWNSHIP 30% of such advertising costs incurred in connection with the hiring of the assessor.

9.1 Vacation. Vacation time taken by the assessor under this agreement must be approved in advance by the city manager together with the township supervisor.

10.1 Termination for cause or breach. Notwithstanding anything to the contrary in this agreement, either party may immediately terminate this agreement in the event of material breach by the other. In such case, any party may seek such remedies as shall be available at law or equity.

11.1 Return of information and materials. Upon receipt of notice of termination or upon termination of this agreement by the expiration of its term, the assessor shall immediately deliver to the CITY copies of all data, paper and computer files, drawings, specifications, reports, value estimate summaries, computer, cell phone and equipment, and any other information and materials that may have been accumulated by the assessor in performing this agreement whether completed or in the

process and same shall be in unaltered form, readable by the CITY. In the event of the failure or refusal of the assessor to forthwith deliver the above-referenced materials documents and files, CITY may seek a circuit court order compelling the production of same forthwith.

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, under the authority of 1951 PA 35 [MCL 134.1 et seq.], together with the Urban Cooperation Act of 1967 (1967 Extra Session PA 7, [MCL 124.501 et seq.]) by resolution duly adopted by its Council has caused this agreement to be signed by its City Manager and attested by its Clerk, and by the CHARTER TOWNSHIP OF PENNFIELD by action of its Board of Trustees, has caused these presents to be subscribed by the Supervisor thereof and attested by its Clerk, and the governmental entities have affixed their respective seals hereto on the day and year first above written.

Witnesses:

[Signature]

Kay Newland

Barbara Darlington

Candy Misner

CITY OF SPRINGFIELD

By: [Signature]
TOM MATSON, INTERIM CITY MANAGER

By: [Signature]
Kris Vogel, City Clerk

PENNFIELD CHARTER TOWNSHIP

By: [Signature]
Robert Behnke, Township Supervisor

By: [Signature]
Kathleen Case, Township Clerk