

**AGREEMENT BETWEEN SULLIVAN TOWNSHIP  
AND  
MUSKEGON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into as of the 1st day of October, 2009, between the Township of Sullivan, a municipal corporation, by its Township Board, hereinafter referred to as "the Township", and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as the "County", is as follows:

**PURPOSE**

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, in-lieu-of tax agreements, and exempt properties within the Corporate limits of the Township, pursuant to Public Act No. 160 of 1972. The agreement shall commence October 1 of 2009, and terminate September 30, 2014, provided that either party may terminate the Agreement on July 1 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by the Township. The notice shall be sent by certified mail to the Supervisor if terminated by the County.

- I. The County agrees to perform the following services and provide the materials set forth herein:
  - A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of the Township, and to process all assessable personal property that is in such Township, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of the Township's Board of Review and the process of state equalization as determined by the State Tax Commission.
  - B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained in property appraisal techniques. The assessor shall be certified by the State Assessor's Board, as required for the Township's size and State Equalized Value.

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- C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.
- D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of the Township when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Township will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of the Township should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

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- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms.
- I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for the Township in a timely manner.
- J. **Board of Review** - County Staff will advise and assist the Township's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The County Equalization Director, or designated representative, shall represent the Township in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Township shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by the Township provided that the Equalization Director seeks and obtains approval from the Township prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent the Township in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$55.00 per hour for preparation, appearance, and travel after termination of the agreement.
- L. **Computerized Appraisals and Information Technology** - The County will provide staff, equipment, and software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the Township to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer assisted mass

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appraisal system and its attributes shall become the property of the Township upon termination of this agreement.

Additionally, the County and The Township shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be determined by the County.

M. **Geographical Information Systems** – The County and Municipality shall implement a geographical information system. An independent formal mutual agreement shall govern this function.

N. **Special Assessments**- Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be \$55.00 per hour.

II. The County will perform all the above services, subject to costs and expenses set forth, for the Township under the terms and conditions below:

A. **Terms** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from October 1, 2009, to September 30, 2010, and the fee shall be \$<sup>24,476</sup>. The base Annual Fee of \$24,476 shall be multiplied by the Growth Index effective October 1, 2010, and annually on this date for every year thereafter. The Growth Index is determined by dividing the current year's aggregate taxable value of the Township by the previous year's aggregate taxable value of The Township as published in the Equalization Report but in no event shall it be less than zero. It shall be compounded annually.



B. **Payments** - The Township shall remit the annual fee in equal quarterly payments commencing December 31 of each year of this agreement.

III. Miscellaneous

A. **Section Headings** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

B. **Severability** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions

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hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. **Entire Agreement And Amendment** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

D. **Successors And Assigns** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms And Conditions** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

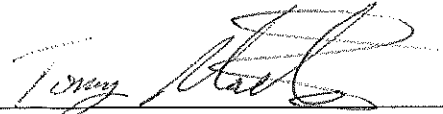
F. **Execution Of Counterparts** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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**ACKNOWLEDGEMENTS**

Sullivan Township:

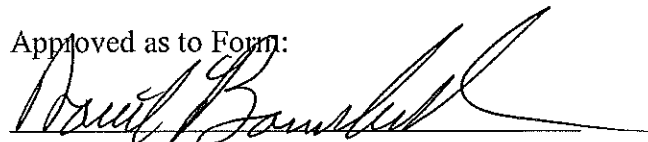
By:   
Tony Mabrito

Its: Supervisor

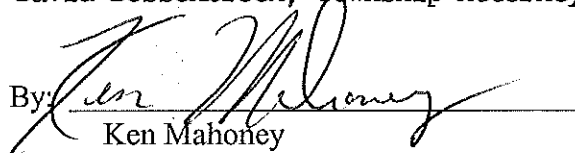
By:   
Duane Buckner

Its: Clerk

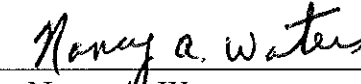
Approved as to Form:

  
David Bossenbroek, Township Attorney

County of Muskegon:

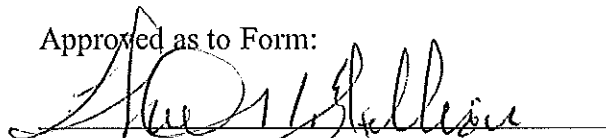
By:   
Ken Mahoney

Its: Chairman Board of Commissioners

By:   
Nancy A. Waters

Its: Clerk

Approved as to Form:

  
Theodore Williams, Corporate Counsel