

**AGREEMENT BETWEEN THE CITY OF MUSKEGON
AND
MUSKEGON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into as of the 1st day of July 2016, between the City of Muskegon, a municipal corporation, by its City Commission, hereinafter referred to as "The Municipality", 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, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

The agreement shall commence July 1 of 2016, and terminate June 30, 2021 provided that either party may terminate the Agreement on June 30 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 Municipality. The notice shall be sent by certified mail to the City Manager 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 Municipality, and to process all assessable personal property that is in such Municipality, 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 Municipality'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

Tax Commission, as required for The Municipality's size and State Equalized Value.

- 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 Municipality when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term 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 Municipality 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 Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, 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 Municipality in a timely manner.
- J. **Board of Review** - County Staff will advise and assist The Municipality'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 Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality 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 Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$100.00 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 Municipality 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 appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality 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 The Municipality may implement a geographical information system. An independent formal mutual agreement will 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 \$100.00 per hour.
 - O. **Records Maintenance and Access** – The County agrees to maintain records with the most current information the County has available.
 - 1. All changes in property ownership will be recorded in the assessment records within 30 days of being filed with the Muskegon County Register of Deeds unless incomplete property documentation prevents timely recording. In these cases, the Equalization Department will strive to get complete, accurate ownership information recorded as quickly as practical.
 - 2. City staff will be afforded full access to assessment records (including photographs).
- II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:
- A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from July 1, 2016, to June 30, 2017, and the fee shall be \$320,000. The base Annual Fee of \$320,000 shall be subject to a 2 percent increase effective July 1, 2017, and annually on this date for every year thereafter.

- B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing July 1 of each year of this agreement.
- C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

III. **Miscellaneous**

- A. **Section Headings** – The headings of the sections 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 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 this 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.

ACKNOWLEDGEMENTS

City of Muskegon:

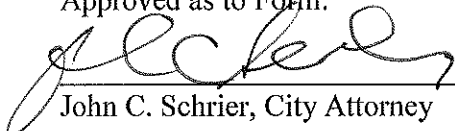
By: 
Stephen Gawron

Its: Mayor

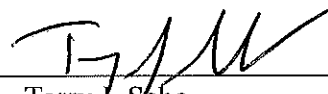
By: 
Ann Marie Meisch

Its: City Clerk

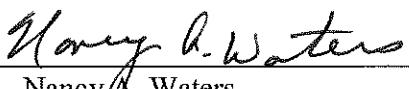
Approved as to Form:


John C. Schrier, City Attorney

County of Muskegon:

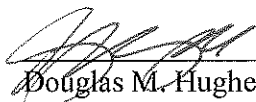
By: 
Terry J. Sabo

Its: Chairman Board of Commissioners

By: 
Nancy A. Waters

Its: Clerk

Approved as to Form:


Douglas M. Hughes, Corporate Counsel