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2007

Appraisal Services Agreement

Trending

Miami County, Indiana

MANATRON

The power to manage well.

4625 West 86th Street • Suite 800
Indianapolis, Indiana 46268

MANATRON
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Articles of Agreement

THIS AGREEMENT, is by and between the **MIAMI COUNTY ASSESSORS,** hereinafter referred to as the ***"Assessor";***

AND

MANATRON, INC. hereinafter referred to as the ***Manatron***

WITNESSETH THAT

WHEREAS, the Assessors have determined that they should employ Manatron as a technical advisor for general assessment purposes according to the provisions of IC 6-1.1-4-17; and

WHEREAS, the Assessors have fulfilled all other statutory conditions precedent to the employment of a technical advisor; and

WHEREAS, the Assessors wish to employ Manatron and Manatron is willing to be employed by the Assessors; and

WHEREAS, Manatron is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c);

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and Manatron hereby enter into this Agreement for technical assistance.

1.0 CONSIDERATION

The Assessors shall pay Manatron as follows:

A minimum fee of **TWENTY-FIVE THOUSAND ($25,000.00)** for all assessing duties, responsibilities, and activities as defined in Article 3.0 of this agreement. This price is inclusive of the following breakdown:

Trending/Equalization	$25,000.00	$1.00 per parcel flat rate

Per Diem pricing for Additional services is defined in Article 7.

2.0 TERMS OF AGREEMENT

2.1 Manatron shall commence work within 30-Days of contract execution (signing) and will complete all work provided for in this Agreement (except as defined in Article 7.0) on or before February 1, 2008.

3.0 COMPANY RESPONSIBILITIES

3.1 Manatron shall not be responsible for generating (printing) a property record card and Form 11 after the completion of data entry.

3.2 Upon review and approval of the Form 11's by Manatron and Assessor's, the Assessors shall be responsible for the mailing of a new Form 11 for any property that was assessed by Manatron per this agreement.

3.3 Manatron shall do preliminary analysis of the sales data and sales verification methods to determine their suitability for a sales ratio report and shall perform the study. If deficiencies are found in the verification process, such deficiencies must be corrected by the Assessors or negotiated as an extra cost on a per diem basis with Manatron before the study can continue.

3.4 Manatron shall produce an initial sales ratio study and stratification of sales at minimum by property class and neighborhood to ensure that the County will be compliant with the Published Standard. Manatron shall work closely with the Assessor to ensure that all services are completed in such a manner that the Assessor meets all statutory deadlines and provides information transfer in a format acceptable to the Department of Local Government Finance (Department).

3.5 Manatron may use any method or combination of methods acceptable under the Published Standard (50 IAC 21), which is hereby incorporated by reference and does not include any later amendments or editions, to perform the tasks outlined in the Services to be provided section of this Agreement.

3.6 Manatron shall use sales of properties occurring between January 1, 2005, and December 31, 2006, in performing sales ratio studies for the intended valuation date of March 1, 2007. If sales data is insufficient to satisfy the Standard, Manatron may use data from earlier or more recent time periods, or both, adjusting the data as described in the Standard.

3.7 Manatron shall obtain approval from the Director of the Division of Data Analysis of the Department of Local Government Finance (Department) for any alternative method for adjusting or analyzing sales data.

3.8 Manatron agrees to provide up to two (2) person-days to provide any required public presentations to defend or support any aspect of these services to the Assessor or to the State of Indiana during the equalization report submission and approval process.

4.0 QUALITY CONTROL

4.1 The Assessors reserve the right to inspect the work being done by Manatron at frequent intervals during this Agreement.

4.2 The Assessors, upon request, may inspect the records of Manatron to verify the progress and evaluate the quality of work performed and may accompany Manatron personnel in their assigned duties to assure Manatron's adherence with contractual specifications and approved procedures. Manatron shall extend its full cooperation to the Assessors by providing access to all program-related records and by making personnel available, upon request, for the purpose of monitoring quality, performance, and progress.

5.0 CERTIFIED APPRAISER

5.1 Manatron's supervisor of work under this Agreement shall be an individual who is certified as a Level Two Assessor-Appraiser under IC 6-1.1-31.7. All personnel not so qualified shall perform their responsibilities under the direct supervision of a Certified Level Two Assessor-Appraiser.

5.2 The Assessors reserve the right to approve the Professional Appraiser who is doing the assessment work.

6.0 REPORTS

6.1 Manatron shall deliver to the Assessors (upon request) a work plan that shows a schedule for the completion of work done under this Agreement. The work plan is subject to approval by the Assessors.

6.2 Manatron shall make periodic reports (upon request) to the Assessors. This report shall include the number of parcels being reviewed by Manatron and the status of the work being done.

7.0 ADDITIONAL SERVICES

7.1 ***Appeals:***

7.1.1 Informal Hearings. Manatron (upon request) shall be required to make the certified appraiser (Article 5.0) available for informal hearings and for the purpose of conducting fieldwork relating to taxpayer inquiries. This shall include the responsibility for reinspection, as may be required, and for data corrections to individual parcels of real property based upon a reanalysis and reinspection of parcels.

7.1.2 Board of Review Hearings. Manatron (upon request) shall provide support of values before the Miami County Property Tax Assessment Board of Appeals (PTABOA) which shall be made by a certified appraiser (Article 5.0) of Manatron. Manatron shall cooperate with the PTABOA and the County Assessor on any appeals. Manatron shall make recommendations to the PTABOA and indicate the same on the property record card.

7.2 ***Consultation.*** Manatron (upon request) shall provide consultation, including, but not limited to, use of CAMA software, property assessment and assessment procedures.

7.3 ***Compensation.*** Manatron shall be paid **FIVE HUNDRED DOLLARS ($500.00)** per diem, plus expenses, for the duties and activities as defined in Articles 7.1 and 7.2. Additional services are provided as requested by the Assessors; additional services not to exceed **TWENTY FIVE THOUSAND DOLLARS ($25,000.00)**.

8.0 TIME AND MANNER OF PAYMENT

8.1 Manatron shall be paid as follows:

At the end of each month, Manatron shall submit a claim for payment for work done under this Agreement during that month. The amount of each monthly payment is subject to approval by the Assessors. Approval shall be based on the progress reports (upon request) submitted by Manatron and on the Assessors inspection of Manatron's assessment records. Payment shall be made to Manatron within thirty (30) days after approval by the Assessors.

8.2 If all work is not submitted under this Agreement by the completion date specified in Article 2.1 of this Agreement, then all further payments shall be suspended at that time until all work has been completed as certified under Article 8.1 of this Agreement. Payment of the suspended amount shall be made to Manatron within thirty (30) days after that certification.

8.3 Failure of the Assessors to make payment when due shall entitle Manatron, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

8.4 Additional compensation that may be due Manatron as the result of services requested by the Assessors as specified in Articles 7.1 and 7.2 of this Agreement (not limited to) shall be invoiced in the month subsequent to the month in which the services were provided.

9.0 PENALTIES

The payment made to Manatron shall be reduced by the amount of **ONE HUNDRED DOLLARS ($100.00)** per business day for each business day that the assessments by Manatron remain incomplete after the terms as described in Article 2.1.

10.0 GENERAL PROVISIONS

10.1 This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the Assessors and Manatron. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

10.2 No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless in writing and signed by all those signing this Agreement or their successors in office. The failure of either party at any time or times to require performance of any provisions of this Agreement shall not be considered a waiver and shall in no manner affect the right at a later time to enforce that provision.

10.3 In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

10.4 This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

10.5 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that the rights, duties, and privileges of Manatron under this Agreement may not be transferred, sublicensed, or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

11.0 DELAYS

11.1 Whenever Manatron or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, they shall, within ten (10) days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

11.2 Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case, the delays must be beyond the control and without the fault or negligence of the non-performing party.

12.0 DISPUTES

Any dispute between the Assessors and Manatron as to the terms of this Agreement shall be submitted to the State Board of Tax Commissioners, who shall as rapidly as practicable determine the rights and duties entered into hereunder. The interpretation made by the State Board of Tax Commissioners shall be binding upon the Assessors and Manatron. The matter disputed shall be submitted in writing, with a copy of such writing being given to the other party. The Assessors shall not submit such a dispute to the State Board of Tax Commissioners without first notifying Manatron.

13.0 TERMINATION

13.1 The Assessors may terminate this Agreement if it's determined that Manatron has failed to make satisfactory progress towards performance. In such case, the Assessors shall transmit a termination notice of the fault to Manatron by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and Manatron shall be given thirty (30) days in which to remedy the condition which has caused the termination notice or suffer termination.

13.2 Manatron shall continue Agreement performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

13.3 In the event the Assessor terminates this Agreement, in whole or in part as provided in this clause, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and Manatron shall be liable to the Assessors for any excess costs for such similar services; provided, however, the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

14.0 INDEPENDENT CONTRACTOR

In the performance of this Agreement, both parties shall be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purposes whatsoever.

15.0 COMPANY'S LIMITATION OF LIABILITY

15.1 Manatron agrees to indemnify, defend, and hold harmless the Assessors and their townships and County and all officers, and employees of those townships and that County from all claims and suits, including court costs, attorney fees, and other expenses, caused by any act or omission of Manatron and/or its subcontractors, if any.

15.2 Manatron's maximum liability for any and all claims arising directly or indirectly from the performance of the work or otherwise relating to the project, whether resulting from Manatron's negligence or otherwise and whether based on contract or tort, shall not in the aggregate exceed the amount Manatron is covered for under Manatron's insurance policy.

15.3 Any action by the Assessor on this Agreement or otherwise relating to the work or the project must be brought within the time allowable by Indiana Statute of Limitations law.

16.0 NONDISCRIMINATION

16.1 Pursuant to IC 22-9-1-10, Manatron and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

16.2 Affirmative Action shall be provided upon request.

17.0 INSURANCE AND WORKERS' COMPENSATION

Manatron shall carry public liability and Workers' Compensation insurance and shall save the Miami County officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of Manatron, its agents, or employees of the work described.

18.0 MAINTAINING A DRUG FREE WORKPLACE

18.1 Manatron hereby covenants and agrees to make a good faith effort to provide and maintain, during the term of this Agreement, a drug free workplace and that it shall give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of Manatron has been convicted of a criminal drug violation occurring in Manatron's workplace.

18.2 In addition to the provisions of Article 18.1 above, if the total Agreement amount set forth in this Agreement is in excess of **TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)**, Manatron further agrees that this Agreement is expressly subject to the terms, conditions, and representations contained in the Drug Free Workplace Certification executed by Manatron in conjunction with this Agreement and which is appended as an attachment to this Agreement.

18.3 It is further expressly agreed that failure of Manatron to in good faith comply with the terms of Article 18.1 above or falsifying or otherwise violating the terms of the certification referenced in Article 18.2 above shall constitute a material breach of this Agreement and shall entitle the Assessors to impose sanctions against Manatron, including, but not limited to, suspension of contract payments, termination of this Agreement, and/or debarment of Manatron from doing further business within the State of Indiana for up to three (3) years.

MANATRON
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IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers. Said Agreement shall not be in effect until all parties to this Agreement have executed the same.

WITNESS

Sara L McAuliff

MIAMI COUNTY, INDIANA

Nancy Hardwick Gates

County Assessor

12-12-07

Date

WITNESS

Matthew Henry

MANATRON, INC.

John R. Hansen

Director, Contract Administration

December 10 2007

Date