



MEMORANDUM

REGULAR CITY COUNCIL MEETING

May 19, 2025 at 6:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Assessing Services Award

The City of Douglas solicited a Request for Qualification (RFQ) for Assessing Services. The request was made to fill the Assessors position that will be open in June. The selected assessor will be responsible for assisting the City with all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994.

On March 20 the RFQ was advertised and was opened publicly at City Hall on April 17. The following proposals were received:

- | | |
|---|------------------------|
| • Heather Jahr | \$65,000 annual salary |
| • Anthony E. Meynard, Assessing Solutions | \$40,000 annual salary |

Sample Motion: I recommend City Council award Anthony E. Meynard with Assessing Solutions the contract for assessing services for the City of Douglas.



AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of July, 2021, by and between the **CITY OF THE VILLAGE OF DOUGLAS**, 86 W. Center St., Douglas Michigan 49406, hereinafter referred to as "**CITY**," and Assessing Solutions Inc, 53710 Pulver Road, Three Rivers Michigan 49093, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, it is the intent of the City to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity for and on behalf of the City; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance By Appointed Assessor:

By approving this Agreement, the City Council is appointing Anthony E. Meygaard MMAO as the City Assessor and Cloe Jellison MCAO as the Deputy Assessor. It is the parties' intent that Mr. Meygaard and Ms. Jellison be employed solely by Contractor. Contractor's obligations under this Agreement shall be performed by Anthony E. Meygaard and other Contractor staff unless otherwise provided in this Agreement or unless consented to in writing by the City Manager. Contractor shall ensure that Mr. Meygaard has and maintains assessor certification at at least the level of a Michigan Master Assessing Officer during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. All FOIA requests shall be answered within five business days. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the

Contractor, then the Contractor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall maintain four (12) office hours per month at the City of the Village of Douglas Municipal Building at the above address, as follows:

- A. The Contractor shall devote six (6) hours every other week to maintaining office hours at the City office for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours.
- B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall not count as office days.
- C. If specified office days of the Contractor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Contractor, However, an alternate day agreeable to both parties may be substituted.

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.3, the Contractor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties. To assist with this requirement, the City shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessed value is reflected as 50% of true cash value on the assessment record.

1.7 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor will prepare a report annually summarizing the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement if requested. The City shall have the right at any time to require the Contractor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to the City by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Contractor may choose to have a certified staff member in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the City’s charter or resolutions, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to

determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

The Contractor shall also attend and serve as clerk at the March, July and December Boards of Review. If the Contractor is unable to attend these two sessions, however, the Contractor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Allegan County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the City 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. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor 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 material, 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. City hereby authorizes Contractor, subject to approval by the City manager, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Contractor or the City to forestall the formal

filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the City for such further assistance as is required by the City in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-City travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor shall keep the City Manager informed of appeals and provide the City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contract shall include annual inspection of 20% of the properties in each class. Should the City desire all properties to be re-inspected in less than a 5 year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the City. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Allegan County Equalization Department to appropriate areas by using the economic condition factors hereinabove described in section 1.6, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the City when requested by the City Manager by attending any annual Allegan County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist the City Zoning Administrator in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City, that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Contractor and not employees of the City. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, LDFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2025, at the City manager's request, and each year thereafter, the Contractor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the City offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be born by the Contractor. These materials will be made available when appropriate under FOIA.

1.23 Additional Services:

The Contractor is responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, sidewalk, drain, etc. The Contractor shall report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Contractor will coordinate with the Zoning Administrator for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on July 1, 2025. Unless sooner terminated, this Agreement shall, by its terms, expire May 31, 2028.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Contractor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Contractor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term plus the rate of inflation (consumer price index), being May 31, 2028.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from June 1, 2025 - May 31, 2028, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period June 1, 2025 through May 31, 2026, the sum of \$40,000 per year paid at a rate of \$3,333.33 per month.

For each year thereafter the compensation will be increased by the Consumer Price Index (CPI) as set forth by the STC for the applicable year rounded to the nearest hundred. In the event the CPI is less than 1.0000 the compensation will remain the same as the prior year. This will ensure contract costs are not increasing at a rate greater than what the City will see in property tax revenue increases.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Contractor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.4) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules and Microsoft Office applications. The City's Internet website will also have available on-line to the Contractor and the public the property record cards, digital photographs and tax payment information. The Contractor shall not use any other software within the City's network or download or upload any software to the City's network, except with the City's prior written approval. The Contractor shall be liable for any

adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the City. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the City's computer network.

The Contractor agrees that City equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Office Supplies:

The City shall provide the Contractor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.5 Remote Access:

The City shall supply two 24-hour remote access points to the City's network. This will allow the Contractor to reply to taxpayer and Township requests when not at the Township offices.

4.6 Fieldwork Supplies:

The City shall supply Pivot Point software and an Apple iPad pro with an Apple Pencil to conduct fieldwork inspections. Pivot Point pricing is currently set at \$0.35 per parcel.

4.7 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: NON-BASIC SERVICES

5.1 Additional Services (Pricing):

In the event that the City desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the City may request and the Contractor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the City from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the City harmless and defend and indemnify the City from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the City, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City manager for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed, and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Allegan and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of the Village of Douglas council and Assessing Solutions Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of the Village of Douglas:

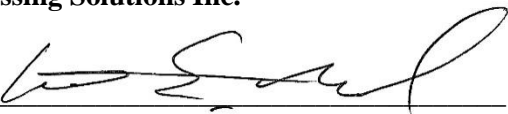
By: _____

_____, Mayor

By: _____

_____, City Clerk

Assessing Solutions Inc.

By:  _____

Anthony E. Meyaard Owner