

ASSESSMENT CONTRACT
FOR HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

WHEREAS, Hamburg Township, hereinafter called "Township", with its principal offices located at 10405 Merrill Road, Hamburg, Michigan, 48139, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for Township property effective October 1, 2024;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer, and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations, and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2025, 2026, and 2027 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The Township agrees to provide office space within the Township Hall, or other Township owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with Township staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the Township and prospective business and industry investors; acts as a resource for Township citizens by responding to inquires and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
 5. Company agrees to represent the Township in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract. Company agrees to advise the Township's legal counsel of any known possible MTT claims and to consult with the Township's legal counsel regarding settlement possibilities.
 6. Township agrees that responses to the Full MTT shall be prepared by the Company's legal staff. Township agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the Township's legal counsel of such requirement.
 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said Township including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.

- Provide digital photographs of all properties visited for maintenance purposes.
 - Working with the Township Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist Township in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
 - Perform any duties required for FEMA damage assessments as well as AMAR preparation.
8. Company agrees to meet with the Township Manager and/or other designated staff of the Township to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the Township's assessment process.
9. Township agrees that in addition to the responsibilities provided herein, the staff of the Township shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the Township, and hereby agrees to indemnify and hold the Township harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the Township in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the Township understands that it can not be listed an additional insured under this type of policy. Should the Township or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the Township or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the Township the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the Township Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the Township relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the Township has no right to indemnification from Company.
12. The Township and Company agree that the relationship of the Township and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the Township shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the Township may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

14. The Township and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The Township agrees to pay the Company as follows;

October 1, 2024 to September 30, 2025.....\$ 357,160 annually
October 1, 2025 to September 30, 2026.....\$ 370,017 annually
October 1, 2026 to September 30, 2027.....\$ 393,768 annually

The payments shall be made in four (12) equal installments due on the fifteenth (15th) day of each month.

The Township’s representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company’s para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2024 to September 30, 2025.....\$ 162.78 / Hourly
October 1, 2025 to September 30, 2026.....\$ 170.92 / Hourly
October 1, 2026 to September 30, 2027.....\$ 179.47 / Hourly

The Township’s representation for all Michigan Tax Tribunal petitions not in the Small Claims Division **relative to Tribunal Hearings**, shall be provided by Company’s legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2024 to September 30, 2025.....\$ 206.60 / Hourly
October 1, 2025 to September 30, 2026.....\$ 216.94 / Hourly
October 1, 2026 to September 30, 2027.....\$ 227.79 / Hourly

16. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS
 Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services requested and approved by the Township, shall be provided to the Township at the rate of:

	10/01/24	10/01/25	10/01/26
Title	09/30/25	09/30/26	09/30/27
Appraiser Aide	\$51.10	\$53.66	\$56.34
Appraiser	\$71.33	\$74.89	\$68.64
Level III Appraiser	\$127.20	\$133.56	\$140.23
Assessor	\$145.37	\$152.64	\$160.27

Hourly fees include clerical costs and overhead for the Company.

17. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
18. The Township and Company agree that the term of this contract shall begin October 1, 2024 and expire September 30, 2027. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
19. The Township and Company agree this contract is entered into subject to the charter and ordinances of the Township and the applicable laws of the State of Michigan.
20. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
21. The Company shall acknowledge receipt of and comply with the Township's ethics policy, computer usage policy or other signed documents
22. The Township agrees the Supervisor and Clerk possess complete authority by resolution of the Township Council or otherwise to execute this agreement on behalf of the Township.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,
as its Member

WITNESSES:

HAMBURG TOWNSHIP:

By: _____
Patrick Hohl, SUPERVISOR

By: _____
Mike Dolan, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 20____, Doug Shaw, doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

